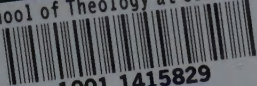


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THE ANNUAL OF THE AMERICAN
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FRED V. WINNETT

THE LAWS OF ESHNUNNA

ALBRECHT GOETZE

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Preface

The publication of this book on the Laws of Eshnunna has been long delayed. The editio princeps appeared during my stay in Iraq in 1948. The manuscript for the final edition is being handed to the printer on the eve of my departure for another visit to that country.

The American Schools of Oriental Research not only financed my earlier trip to Iraq, but they have also graciously consented to bring out the present volume as one of their Annuals. I wish to express to them at this moment my deep-felt appreciation for their generosity.

It had been planned that Professor Martin David of Leiden would help in the final publication of the LE with his expert advice as a historian of law. After having done some work on the Laws, he felt obliged to withdraw from the project. It was very fortunate, indeed, that in his stead Sir John Miles of Oxford took it upon himself to read the manuscript that was submitted to him and to criticize it from the juridical point of view. What I owe to both these gentlemen, and in particular to Sir John, cannot be expressed adequately. They have both contributed by incisive criticisms and constructive suggestions to the form in which the book finally appears. It is an agreeable duty to express my sincere thanks to them also in public for having brought to bear their knowledge of Mesopotamian law upon a text which, we all agreed, is of considerable importance.

The master copy of the manuscript was prepared with patience, skill, and competence by Mrs. Catherine Schweitzer, who has served as my secretary for the past five years, and has, during that time, accompanied the manuscript through innumerable drafts. The book could not have been published without her help.

August 28, 1955

Albrecht Goetze

INTRODUCTION

General Remarks

The discovery of two tablets inscribed with a legal text now known as "The Laws of Eshnunna"¹ (henceforth abbreviated as LE) is a result of excavations conducted between 1945 and 1949 by the Directorate General of Antiquities of the Government of Iraq at Tell Abu Ḥarmal, a small site on the outskirts of Baghdad. These excavations were directed by Sayid Taha Baqir, at that time Curator of the Iraq Museum, with the able assistance of Sayid Muhammed Ali Mustafa.² Sayid Taha Baqir was the first to recognize the nature and significance of the text which the tablets offer.³

Tell Abu Ḥarmal turned out to have been a small rural town⁴ and an

-
- 1 The present publication will replace the preliminary publication in Sumer 4 (1948) 63-102, plates I-IV, which was the fruit of my stay in Baghdad as Annual Professor of the American Schools of Oriental Research early in 1948 and which was presented to the world of scholarship before my return to the United States.
 - 2 For the exact location of the tell see the map Sumer 5 (1949) 187, and for reports on the excavations see Sumer 2 No.1 (1946) 12ff.; 2 No.2 (1946) 22-29, 4 (1948) 137f. No report on the later seasons, which led to a complete clearance of the Old Babylonian level, has been published as yet.
 - 3 Sumer 4 (1948) 52f.
 - 4 The ancient name which S. Smith believed to be Diniktum (Sumer 2, 1946, 19f.) was more likely Shaduppum (see Taha Baqir, Sumer 5 35f. fn.).

outpost of the kingdom of Eshnunna⁵ during the early Old Babylonian period between the end of the Third Dynasty of Ur and the floruit of Hammurapi, king of Babylon.⁶ Before its destruction by the latter,⁷ Eshnunna had been an important political center. Its power had been at its height under the kings Naram-Sin and Dadusha, sons of Ipiq-Adad, a generation before Hammurapi. At that time Eshnunna temporarily held sway over most of the East Tigris region, Assyria and part of Upper Mesopotamia;⁸ in the south it included for some time Rapiqum and Sippar.⁹ Eshnunna itself lies buried in Tell Asmar where the Oriental Institute of the University of Chicago has done extensive work.¹⁰

The Tablets

The two tablets in question are now in the Iraq Museum where they bear the numbers IM 51059 and IM 52614.¹¹

-
- 5 For a summary of the history of Eshnunna see Th. Jacobsen in Frankfort-Lloyd-Jacobsen, *Gimilsin Temple* (1940) 196ff. and previously the same author in *OIC 13* (1932) 42ff.
- 6 The exact date of Hammurapi is still disputed. While I personally believe that 1848-1806 is the most likely date, Sidney Smith places his reign 1792-1750 and Albright-Cornelius 1728-1686. For summaries of the chronological problem see now A. Parrot, *Archéologie mésopotamienne* (1953) II 334ff.; A. Toynbee, *A Study of History X* (1954) 171ff.; B. Landsberger, *JCS* 8 (1954) 31ff., 47ff., 106ff.
- 7 As recorded in the date formula of his 30th and 32nd year (Ungnad, article *Datenlisten* in *RLA* 2, Nos. 132 and 134 on p. 180).
- 8 Naram-Sin conquered Ashnakkum (on the Upper Khabur); see *JCS* 7 (1953) 59.
- 9 See Th. Jacobsen, *Gimilsin-Temple* 128.
- 10 H. Frankfort, *OIC* 13 (1932) 1-59; 16 (1933) 1-57; 17 (1934) 1-62; 19 (1935) 1-31; 20 (1936) 1-15. The volume *OIP* 43 (see fn. 5) of the final publication is devoted entirely to Tell Asmar, the volume *OIP* 58 (Delougaz and Lloyd, *Pre-Sargonic Temples in the Diyala Region*) in part; other volumes are to follow.

IM 51059 -- which will henceforth be called Tablet A -- is the larger of the two tablets, and is almost complete; it is, however, difficult to read, both because of the crowded manner in which it is inscribed and also because of damage to the surface which it has suffered. It measures 10.5 x 20 cms. and is fairly complete. The upper corners are broken and a number of lines at the lower end are missing. The right lower corner was recovered separately; now attached to the tablet, it allows us to judge the extent of the loss. See plates I and II.

Tablet A was found during the first season at Harmal (1945) in room 5 of the so-called "serai", the room between rooms 8 and 17 which is unmarked on the published plan.¹² It was lying a little below the pavement of Level II (see presently).¹³

IM 52614 -- hereafter referred to as B -- is the lower half of a tablet in a good state of preservation.¹⁴ The largest measurements are 12 x 11.5 cms., which means that the original tablet must have been slightly larger than A. See plates III and IV.

Tablet B came to light when, during the third season of work at Harmal (1947), the excavators cleared what had been believed to be a courtyard of the "serai" (marked on the plan with the number 19). The fact was then established that the northwestern corner of that complex was actually a room, whereupon the number 190 was assigned to it. It was in that room that tablet B was found;

11 Photographs and autographs were added to the editio princeps (see fn.1). The photos were also published as plates I-IV in JCS 2 (1948). They are repeated here.

12 Sumer 2, plan after p. 30.

13 Sumer 4 (1948) 65; cf. Sumer 4 (1948) 52f.

14 Cf. Sumer 4 (1948) 54.

like tablet A, it was lying a little below the pavement of Level II.¹⁵

Archaeological Evidence Bearing on the Date of the Tablets

Thus, of the four layers observed at Tell Harmal¹⁶ II and III are the ones that most interest us in connection with the LE. The topmost layer, numbered IV and belonging to the Kassite period, and the deepest one numbered I -- "Akkadian" -- merely set the wider frame into which II and III must be fitted. They are clearly Old Babylonian.

Level II was destroyed by fire and contains tablets dated to Ibal-pi-el, king of Eshnunna,¹⁷ and his father Dadusha. It seems reasonable to assume that the layer of destruction which ends level II was due to Hammurapi's conquest of Eshnunna in his 31st year. The pavement of II must have been laid during, or a little after, the last year of Dadusha. When this was done, discarded tablets -- among them the law tablets -- were buried beneath it. The law tablets must have been considered as useless, i.e. they were either worn or faulty. The latest date on the tablets discarded with the laws is "Dadusha took Qabara",¹⁸ now¹⁹ supposed to be the last year of that king.²⁰

15 Sumer 4 (1948) 64f.; the information was provided by the excavators.

16 Taha Baqir, Sumer 2 (1946) 25.

17 Taha Baqir, l.c.

18 IM 52284, see Sumer 4 (1948) 52; cf. also Sumer 7 (1951) 29 with fn.1.

19 Taha Baqir, Sumer 5 (1949) 49, 58.

20 Other tablets with this date were found in Level II, i.e. above the pavement; see Taha Baqir, Sumer 5 (1949) 58. Most of the Dadusha dates are, however, on tablets ascribed by the excavators to "late level III", see ibid. 56ff.

According to the results of the season of 1949, level III of Tell Harmal represents the period from Shiqulanum (time of Suma-abum of Babylon) to Naram-Sin,²¹ i.e. it comprises roughly a century. It is sealed at its upper limit by the pavement of Dadusha.

The archaeological evidence, then, justifies the statement that the LE existed, in the form which we possess, during the reign of king Dadusha. The question is how long before that they had been compiled.

The Date of the Laws

On the evidence so far presented the view might be expressed that it was Dadusha who promulgated the LE. This view, however, would meet with grave difficulties. The exact date which was contained in the preamble (see below) is mutilated and lacks the essential element, namely the royal name (see below). We are therefore thrown back upon the evidence which a comparison of the two extant copies can provide. It is quite instructive and shows that the LE had already passed through a development which must have taken considerable time when the surviving copies were buried.

Orthographic Differences between A and B

(1) B has a predilection for simple two-sound signs. It employs only the following three-sound signs:

lam, lim, lum; nam, nim; tam,²² tim,²³ tum;

21 Taha Baqir, Sumer 5 (1949) 137. Note also the seal IM 51080 (Sumer 2, 1946, 25 with fn. 1) inscribed by an official of king Ipiq-Adad. It is, however, not certain that this is the second king of that name.

22 Among the examples is ab-bu-tam iv 16; see however ab-bu-ut-ta-am iv 12.

23 Twice with the value tim: še-eh-tim ii 3, ba-al-tim iv 18.

rum; šum; nun;²⁴
kar;²⁵ šar;²⁶ tar;²⁷ kal;²⁸ hal;²⁹
bil;³⁰ pir₆.³¹

In all other possible cases closed syllables are spelled out by two signs. Note in particular:

<u>ha-al-qú</u> B iii 4:	<u>hal-qú</u> A iii 21
<u>i-ma-ar-šu</u> B ii 17:	<u>i-mar-šu</u> A iii 8
<u>ma-aš-ka-nam</u> B iv 11, 15:	<u>maš-ka-nam</u> A iv 8, 12
<u>na-še-er</u> B iv 16:	<u>na-šer</u> A iv 13.

(2) B employs repeated vowels -- also in closed syllables -- more freely than A:³²

<u>ma-a-tim</u> B ii 5:	<u>[ma-]tim</u> A ii 41
<u>ša-nu-ú-um-ma</u> B ii 6:	<u>ša-nu-um</u> A ii 42

24 Only in the name Èš-nun-na^{ki} iv 8, 11, 13, 15.

25 i-za-kar-šum-ma iii 3, 5.

26 šar-ra-aq iii 13; šar-qí-im iv 4.

27 wa-tar-šu-ma i 18.

28 kal-la-tum i 17.

29 hal-qa-am iv 7 (three times), but ha-al-qú iii 4.

30 li-bíl-ma i 8, but li-bi-il-ma i 9, 13.

31 ša-pir₆ iv 6.

32 The case of i-ta-a-ar-ru B ii 15 versus i-ta-ar-ru A iii 5 should be kept apart since its orthography may be due to a misunderstanding on the part of the scribe of B. He seems to have derived the form from tārum "return" instead of from tarūm; cf. i-ta-a-ar B i 15 (like i-ma-a-at).

ša-ni-i-im B iii 9:

ša-ni-i A iii 25.

Cf. furthermore

lu-ú B ii 4, 21:

lu A ii 40, iii 11³³

(3) B normally doubles the middle consonant of verbs wherever required by grammar, while A in many cases fails to do so. Thus

(a) in the present-future of B and N³⁴

B	<u>i-il-la-ku</u> B iii 15:	<u>i-la-ku</u> A iii 31
	<u>i-ba-al-lu-uṭ</u> B i 3:	<u>i-ba-lu-uṭ</u> A i 40
	<u>i-ba-aš-šu-ú</u> B iii 12:	<u>i-ba-šu-ú</u> A iii 28
	<u>i-le-eq-qé</u> B i 18:	<u>i-le-qé</u> A ii 5
	<u>i-na-ad-di-in</u> B iii 14:	<u>i-na-di-in</u> A iii 30
	<u>i-na-ad-di-nu</u> B iii 11:	<u>i-na-di-nu</u> A iii 27
	<u>i-na-ad-di-šum</u> ³⁵ B iii 16:	<u>i-na-di-in-šum</u> A iii 31
	<u>i-ša-ab-ba-su-ma</u> B ii 18:	<u>i-ša-ba-su-ma</u> A iii 8
	<u>i-ta-ab-ba-al</u> B ii 21:	<u>i-ta-ba-al</u> A iii 12
N	<u>i-ša-ab-ba-tu</u> ³⁶ B i 2:	<u>iṣ-ša-ba-tu</u> A i 40
	<u>iš-ša-ak-ka-an-ma</u> B iv 16:	<u>iš-ša-ka-an-ma</u> A iv 12

(b) in the D stem

uḥ-ta-al-li-iq B ii 27:

uḥ-ta-li-iq A iii 17

33 But lu-ú B ii 19 (= lu-ú A ii 10) and lu B iii 1 (= lu A iii 18).

34 In the only occurring pres. fut. of Š -- ú-še-še B i 18 = ú-še-eṣ-še A ii 5 -- the conditions are strangely inverted.

35 Mistakenly spelled i-na-ad-ta-di-šum.

36 The initial i- is a scribal mistake for iṣ-.

ú-ma-al-la B iii 9:ú-ma-la A iii 25ú-sa-ar-ri-ir-ma ■ ii 16:ú-sa-ri-ir-ma A iii 6

Note furthermore

ki-la-al-la-an B iv 19:ki-la-la-an A iv 15(4) B employs phonetic complements more frequently than A³⁷bītum^{tum} B ii 25:bītum A iii 15bītīm^{tim} B iii 3, 11:bītīm A iii 20, 27kurru^{um} B i 20:kurru A ii 7māru^{rum} B ii 21māru A iii 11mārtu^{tum} B ii 21mārtu A iii 11šiqlu^{lum} B i 19šiqlu A ii 6

(5) In a number of cases B spells words out syllabically while A uses the corresponding Sumerogram

aš-ša-su B ii 7DAM-su A ii 44a-wi-lim B iii 21LÚ A iii 35³⁸ši-ka-ra-am B iii 16KAŠ A iii 31³⁹(6) The way in which etymological s (samekh) is spelled at the end of the syllable is characteristically different in A and B. We find foras in B AŠ = ás: na-ás-ḥa-at B ii 26in A AŠ = às: na-às-ḥa-at A iii 16is in B AB = is: it-ta-ki-is B iii 17, 21[i]s-ki-in-ma B iii 23.⁴⁰

37 A deviating example is harrān B ii 3: harrān^{an} A ii 38.38 But a-wi-lam B iii 23 = A iii 36.39 But KAŠ-šu B iii 14 = A iii 30.40 Mistake for is-ki-im-ma.

in A IŠ = ís: it-ta-ki-ís A iii 32, 35

ís-ki-im-ma A iii 37⁴¹

us in B UŠ = ús: i-ḫu-ús-si B i 16

in A UZ = us: i-ḫu-us-si A ii 36

In the cases of as and is this involves differentiation from az/aš and from iz/iš. For az/aš both tablets use the sign AZ (= von Soden, Syll. No. 97):

i-ta-ḫa-az - B ii 6, 9

i-ta-ḫa-az A iv 30 -

im-ḫa-aš-ma A iii 39 -

The same sign also appears in forms of naṣārūm "protect"⁴²:

na-aš-ru A iv 11 B iv 14

For iz/iš both tablets employ the sign GIŠ (= von Soden, Syll. No.

156):

me-ḫe-eš A iii 34 B iii 20

ú-še-eš-ší A ii 5 (see above fn. 34)

iš-ba-at-ma A iv 5 B iv 8

iš-ša(-ab)-ba-tu A i 38, 40 B i 2, 5, 6

iš-ša-ab-ba-tu A ii 36 -

The same sign again appears in forms of naṣārūm "protect"

iš-ṣú-ur-ma A iv 21 -

In this connection the fact should be pointed out that in both tablets etymological s (samekh) in front of vowels is spelled with the set SA, SI,

⁴¹ See furthermore ni-ís-ḫa-tim A i 18, 19, 20.

⁴² For the notation with z see Goetze, Orient. NS 6 (1937) 12ff.

SU⁴³:

<u>sa-bi-tum</u>	-	B ii 10
	A iii 31	B iii 15
<u>sa-ak-pi-im</u>	A ii 39	B ii 3
<u>ú-sa(-ar)-ri-ir-ma</u>	A iii 6	B ii 16
<u>ri-ik-sa-tim</u>	A ii 34	-
<u>si-ip-pu</u>	A iii 15	B ii 26
<u>se-bé</u>	-	B iv 9
<u>su-un</u>	A ii 36	- 44

It should also be remarked that the set SA, SI, SU likewise marks the sibilant resulting from dental or sibilant plus the sibilant that begins suffixes of the third person.⁴⁵ Thus:

<u>t</u> + <u>ś</u> : <u>aš-ša-su</u>	-	B ii 6
	(A ii 44)	B ii 7
DAM- <u>su</u>	A ii 44	(B ii 7)
	A iv 29	-
É- <u>su</u>	A iii 26	B iii 10
ŠU- <u>su</u>	A ii 37	-
<u>i-ša(-ab)-ba-su-ma</u>	A iii 8	B ii 18
DUMJ.SAL- <u>sa</u>	A iii 10	B ii 19

43 It should be remembered that this is not so in Southern Old Babylonian where — as in Old Akkadian — ZA, ZI, ZU continue in use.

44 Deviating examples are sà-ar-tam A iii 22 = B iii 5 (like CH); in-na-sà-aḫ-ma A iv 31 (in this case sà for ssa).

45 The OB omina of YBT X spell s with ZA, ZI, ZU, but the sound in question with SA, SI, SU.

<u>d</u> + <u>ś</u> : <u>e-śí-su</u>	A i 32	-
<u>š</u> + <u>ś</u> : <u>re-su</u>	A i 31	-
<u>ik-ši-su-ma</u>	A ii 27	-
<u>z</u> + <u>ś</u> : <u>i-ḥu-si-ma</u>	A ii 32	-
<u>i-ḥu-us-si</u>	A ii 36	-
<u>i-ḥu-ús-si-ma</u>	-	B i 16
<u>š</u> + <u>s</u> : <u>is-si-ma</u>	A ii 26	-

As far as as, is, us are concerned, the spelling of B is also that of the letters from Ḥarmal II (and late III) as far as they are known to me.⁴⁶

They contain forms like the following:

<u>it-ta-ás-ḥu-nim</u>	IM 52566
<u>ši-pa-ás-si-šu</u>	IM 51112
<u>ip-ta-ás-su</u>	IM 52404
<u>i-ma-ra-ás-si-im</u>	IM 51561
<u>is-su-ri</u>	IM 52404
<u>li-is-si-i-ma</u>	IM 52290
<u>e-ri-is-su</u>	IM 51633
<u>ap-qí-is-su-um</u>	IM 51563
<u>pu-ru-ús</u>	IM 51272, 51559, 51652
<u>ḥu-ús-si-sa-an-ni-i-ma</u>	IM 51503
<u>ḥu-ús-su-si-ku-nu</u>	IM 51503

We may conclude that the spelling of s (samekh) after a vowel with the

⁴⁶ Working together with Taha Baqir and Selim Levy, during my stay in Baghdad in 1948 about 150 letters were deciphered.

signs AŠ, IŠ, UZ -- spellings found in A -- reflect an older orthographic system of the region.⁴⁷ This means that the tablet from which A and B ultimately descend was older than Dadusha.

Mistakes and Omissions in A and B

For a more accurate appraisal of the relationship between A and B the mistakes observable in either of the two copies or in both of them are decisive.

In B alone the following mistakes have been noticed:

it-ta-aḥ-bi-it B ii 9 for ittābit

it-ta-di B ii 16 for ittadin

mārum^{rum} B ii 21 for māram

mārtum^{tum} B ii 21 for mārtam

qá-ab-NE-it B iii 9 for qablīt

i-na-ad-ta-di-šum B iii 16 for inaddi(n)-šum

is-ki-in-ma B iii 23 for iskim-ma

ir-di-a-am B iv 9 for irdi'am-ma⁴⁸

Mistakes of this kind in A are almost absent.⁴⁹ The only one I have

47 Cf. is-ki-pu-ú date of Dadusha ("No. 10" in Sumer 5 40) -- probably archaic -- and is-ki-ru date from Dhib'i ("No. 1" in Sumer 5 141) contemporary with Ḫarmal (early) III.

48 Unless the -ma is considered as omissible. -- The second i-na bītim of B i 4 which has no correspondence in A (i 41) may be an inadvertent repetition of the first i-na bītim in the same line.

49 It should be remarked that A -- although generally it seems to represent the older text -- nevertheless omits the mimation more frequently than B:

na-ap-ṭà-ri A iii 14 = na-ap-ṭà-ri-im B ii 24

ša-ni-i A iii 25 = ša-ni-i-im B iii 9

ḥa-al-qá A iv 4 = ḥal-qa-am B iv 7

ba-al-ṭi A iv 14 = ba-al-ṭim B iv 18

noted is:

ú-nin-ma A iv 26 for udannin-ma

However there are serious omissions in A:

§§17/18: After it-ta-la-ak of A ii 4 the apodosis of §17 and the protasis of §18 (which likewise ended in it-ta-la-ak) are omitted; the scribe skipped from the first it-ta-la-ak to the second ("homoioteleuton"); the text of A thereby becomes senseless.

§37: For it-ti bu-še-e awīl ma-ša-ar-tim of B iii 1 the duplicate A offers only it-ti ma-ša-ar-tim. The necessary lu-ú of B iii 4 is lacking in A.

§38: For a-na kaspim i-na-ad-di-in of B iii 7 the duplicate A reads merely i-na-ad-di-in; B goes on with ū which is missing in A.

§50: In B iv 8 we read ša ēkallim u muškēnim which is omitted in A; B iv 9/10 has a sentence, not essential to the sense, which is missing in A.

There is at least one omission which is common to both A and B, i.e. must be older than the archetypus from which both are derived. §37 shows in the sentence šumma bīt awīlim lū inqut an unmotivated lū. The context suggests that house-breaking must have been mentioned. Hence, we must restore by conjecture lu ippališ lu inqut.⁵⁰ Perhaps § 41 contains a similar mistake, namely if we should read ana kaspim inaddin.

Did B contain material not covered by A?

Some important difference between A and B is hidden from us by the frag-

50 In the same section A reads (iii 20) i-na bīt dTišpak, B (iii 3) i-na bāb dTišpak. The original text probably had i-na bāb bīt dTišpak; the signs for bīt(um) and bāb(um) are so similar to each other that omitting either one amounts to haplography.

mentary condition of B.

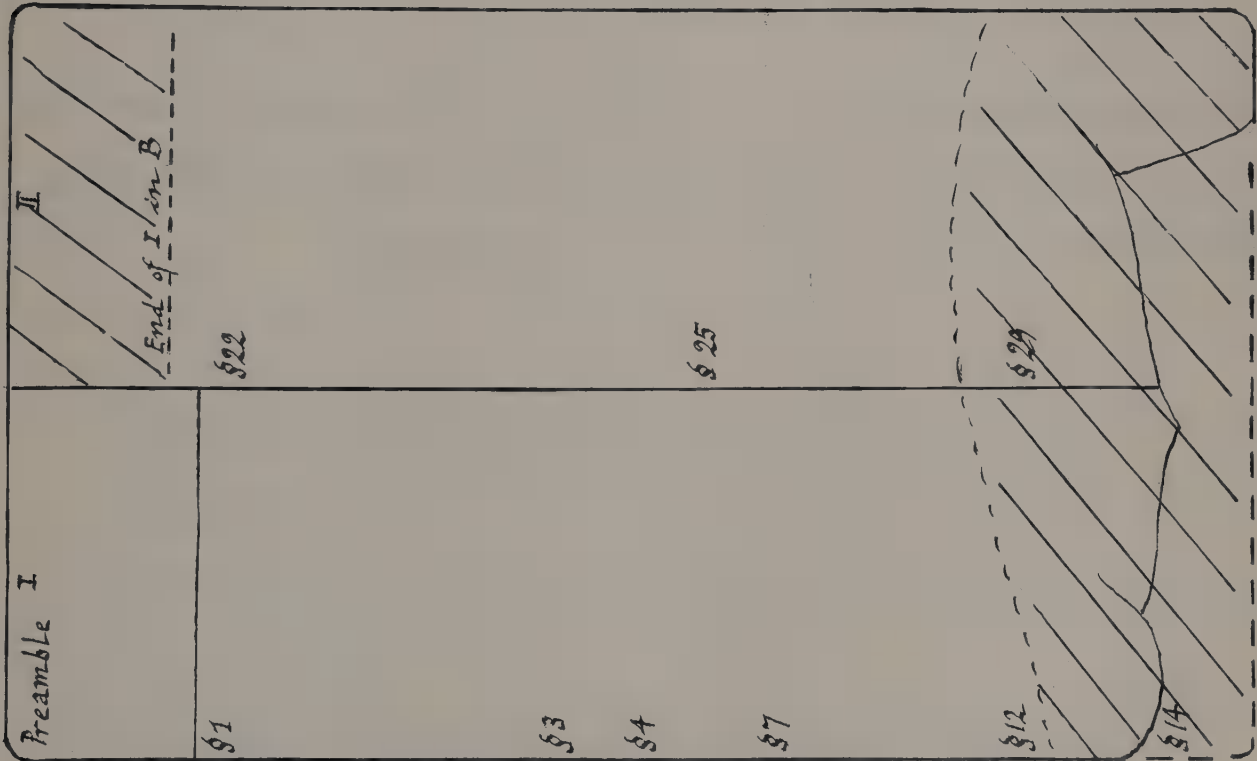
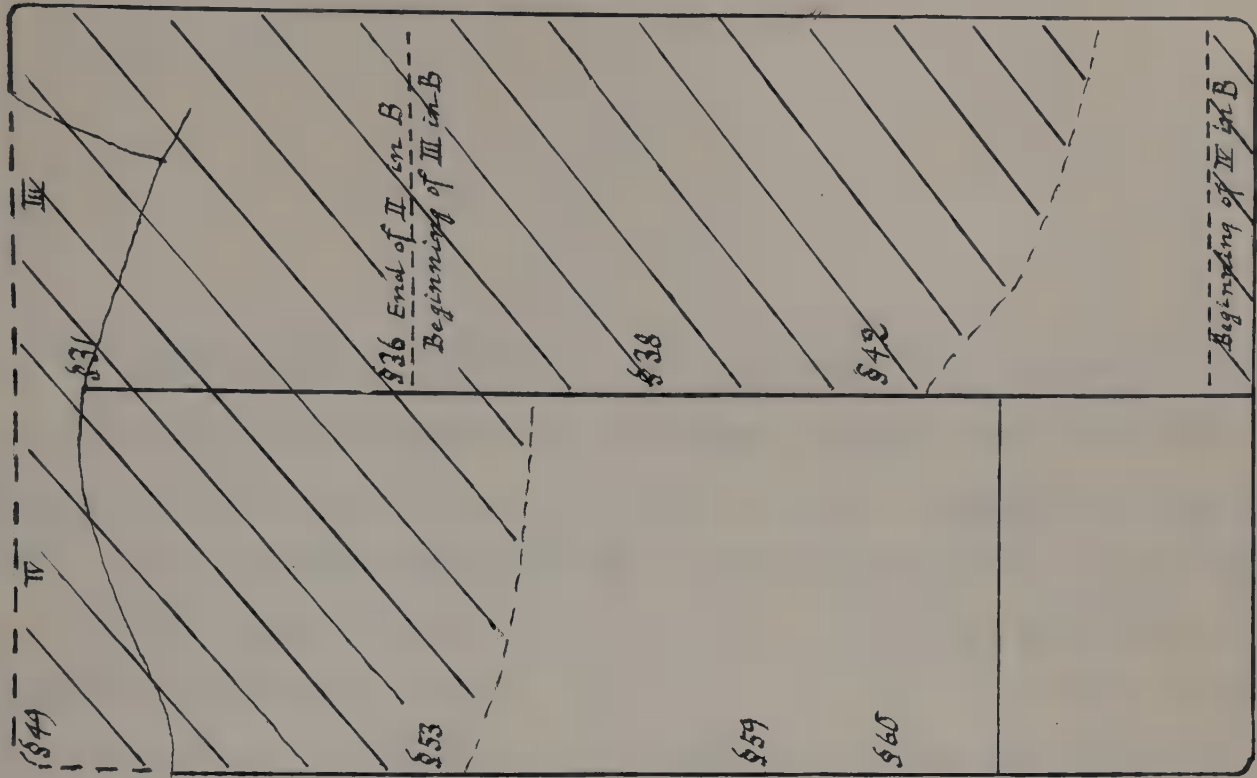
If we draw a graph of the better-preserved, in fact almost complete, A (see following page) marking on it the parts which are covered by the duplicate, it becomes immediately apparent that the third column of B covered a much smaller area of A than the other columns. Column II of B begins considerably later than column II of A; so does column III, maintaining about the expected ratio. One would therefore expect column IV of B to begin around the middle of column IV of copy A. Instead, it begins already near the bottom of column III of copy A. There are two possible explanations for this situation. Either column III of B was written out in a much more space-consuming fashion, or B must have contained material which did not appear on A at all. A decision is difficult to make, but it seems that the second alternative is more likely. If it proves true, we would have to admit extensive omissions in A.

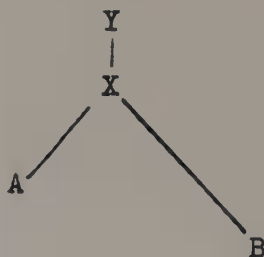
Character of the surviving copies

It also follows from these observations that neither A nor B were official copies of the Laws. Official copies would not be faulty to the extent that A, at least, apparently is. The copies, then, were private copies. They still may have been used by officials who had to deal with legal questions in their daily routine. However, they may just have been products of a scribal school in which the Laws were copied and recopied for the instruction and education of scribal apprentices.

The Textual History of the LE

The observations made in the preceding sections result in the following stemma:





B belongs to the age of Dadusha; A is somewhat older, how much older it is difficult to say. The text from which A and B descend either directly or by one or more intermediary copies -- here called X -- already contained some corruptions, i.e. presupposes the existence of still older copies.

This does not allow us to determine the name of the king of Eshnunna to whom the laws must be ascribed. It is certain, however, that he must have lived a considerable time before the brothers Dadusha and Naram-Sin. It is likely that he lived before Šiqīlanum and Abdierah of whom the latter was a contemporary of Sumu-abum of Babylon.

Thus the LE are certainly considerably older than the Code of Hammurapi. Whether they antedate Lipit-Ištar also cannot be said with the same degree of assuredness.

THE TEXT

The Preamble

The "preamble" contains in all probability little more than a date; it should be that of the promulgation of the law. Line 1 gave the name of the month, now almost entirely lost,¹ and the day. At the beginning of l. 2 mu "year" can with certainty be restored.

The formula cannot, so far, be identified with any formula that occurs elsewhere,² and thereby offers a challenge to the interpreter. It must be a long one and the restoration must be attempted with the help and in the style of the complete formulae, as, e. g., those of the years Rim-Sin 21ff.³ or Ham-murapi 30ff.⁴

The main event which was to furnish the name of the respective year is obviously contained in ll. 5ff. The remnants that are preserved furnish the name of the town Šupur-dŠamaš and the phrase gištukul.kalag-ga ba-an-DĀB. This recalls immediately the phrase gištukul ba-an-siḡ often employed in date

- 1 The name, fairly long, should be according to the calendar of Eshnunna; cf. H. F. Lutz, Legal and Economic Documents from Ashjâly (Univ. of California Publ. in Sem. Phil. X/1 1-184, 1931). The preserved trace and the available space would allow the restoration [itu tam-ḫi-ri-i]m or [itu na-ab-ri-i]m.
- 2 For date formulae of the kings of Eshnunna see Th. Jacobsen in Frankfort-Lloyd-Jacobsen, The Gimilsin Temple... (OIP XLIII, 1940) 170ff.; Taha Baqir, Sumer 5 (1949) 34ff., 136ff.
- 3 Thureau-Dangin, RA 15 (1918) 1ff.; E. M. Grice, Chronology of the Larsa Dynasty (YOS, Res. IV/1) 31ff.; Ungnad, article Datenlisten in RLA 2 162ff.
- 4 S. Langdon, OE II 31ff.; Ungnad, l.c. p. 180f.

formulae⁵ and also prominent in the Sumerian king list.⁶ In this respect, it is important for our purpose to compare the available variants of the date Ibal-pi-el 10,⁷ the more so since Ibal-pi-el was a king of Eshnunna:

mu erín.su-bir₄ ki giš_{tukul} ba-dáb⁸

mu erín.su-bir₄ ki giš_{tukul} ba-sig⁹

mu erín.su-bir₄ ki giš_{tukul} ba-an-sig¹⁰

They show dáb interchanging with sig.

This part of our formula will have to be restored after the model of that of Sumu-ilu's fourth year:¹¹

mu A-ku-uš₄ ki ba-ḥul ù ugnim Ka-zal-lu₄ ki giš_{tukul} ba-an-sig

"year (in which) Akuš was destroyed and the army of Kazallu hit with
(force of) weapon".

Accordingly the following restoration of ll. 5b-7 may be proposed:

5 Šu-pu-ur₄ dŠamas₄ ki

6 [ba-ḥul ù e[rín bal-ri-a íd_{Idiglat}

5 Gungunum 19; Abi-sare 9; Sumu-ilum 4, 11, 12, 13, 22; Sin-iddinam (c = 4); Sin-iqīšam 5; Warad-Sin 2; Rim-Sin 14; Sumu-la-il 3, 20, 21, 25, 32; Sin-mu-ballit 14, 20.

6 Th. Jacobsen, The Sumerian King List 137f. For the syntax of the expression see A. Falkenstein, Grammatik der Sprache Gudeas von Lagaš 2 §102c.

7 Taha Baqir, Sumer 5 (1949) 69f.

8 Ibid. 69 No. 30b (b); 81 No. 30b.

9 Ibid. 70 No. 30b (c); 81 No. 30a; cf. p. 83 date list 1 l. 10.

10 Th. Jacobsen, Gimilsin Temple 129 fn. 54f.

11 Ungnad, Datenlisten p. 157 No. 135.

7 [...]..... gištukul.kalag-ga ba-an-dáb

5 ". Šupur-Šamaš

6 "[was destroyed and the p]eople of the trans-Tigris region

7 "[...]. . . were seized with mighty (force of) weapon".

At the beginning of l. 7 we supply [šà] and read [šà].mu.1-kam "[in] that (same) one year". The phrase is motivated by the fact that -- as we shall see presently -- other things had happened in that year.¹² The town ZU-pu-ur-dŠamaš recurs in Harmal texts in the spelling UMBIN-dŠamaš¹³ and must therefore be read Šupur-dŠamaš.¹⁴

The lines 2-5a of the formula contain two verbs, one in -a (beginning of l. 4) and one in -am (beginning of l. 5). If strict syntax is applied, one would have to state that the former is possible only in a dependent clause. It may be questioned, however, whether this is necessary. The observation can be made by going through the date lists -- in particular those of the dynasties of Larsa and Babylon contemporary with the rulers of Eshnunna -- that forms with the prefix ba- show a subjunctive -a very rarely while forms with mu- and i- may, or may not, have it. Hence, it seems permissible to treat forms of the structures mu-x-a and ba-x on equal footing.

For the restoration of lines 3-4 the observation is decisive that the

12 Cf. for an analogue šà.itu.2-kam-ma Samsu-iluna VAT 5951 (Poebel AfO 9 24lff.) iii 2 (cf. ii 10).

13 Taha Baqir, Sumer 5 (1948) 74f. No. 35.

14 As was done in the editio princeps. Von Soden, Arch. Orient. XVII/2 (1949) 368 and following him de Liagre-Böhl, Jaarbericht Ex Oriente Lux 11 (1949/50) 98 fn. 2 felt it necessary to "correct" this. The question as to the idea behind the name Supur-Samaš is a cura posterior.

verb -- partly preserved at the beginning of l. 4 -- is sa₄¹⁵ "call, proclaim".

The best known phrase in which it occurs is

mu sa₄ "to call (somebody: dative) a name"¹⁶
 "to bestow a name (upon somebody: dative)"

Here we have obviously

nam.lugal sa₄ "bestow kingship (upon somebody: dative)"¹⁷

The name of the king -- in the dative, i.e. with the postposition -ra -- is unfortunately lost at the beginning of l. 3.¹⁸ The only thing we can say about it is that it comprised four to five signs of average width.

When thus the restoration

[x x x x-ra] nam.lugal.Ēš-nun-na^{ki}
[mu-na-s]_a₁-a

recommends itself the question arises as to where the "agent" required by the form mu-na-sa₄ is to be found. In the nature of things it can only be a god. Indeed, a divine sphere is clearly suggested by line 2 which reads

[.....]x.^dEn.líl-la₅ x x x¹⁹

15 For forms see Ch. Fossey, *Manuel d'Assyriologie* II Nos. 6233ff.

16 Cf. similarly mu pàd, likewise with a dative of the person. On the two expressions and their possible difference see Sollberger, *ZA NF* 16 (1952) 17f.

17 nam.lugal-la nam-bí-in-sà = na-bu-ú šar-ru-ú-tú AO 6461 (Thureau-Dangin, *Rit. Acc.* 70 and 108) 1/2. Cf. mu.pàd-da nam.lugal-la-ka-na "(statues) that proclaim the name of his kingship" UET 127 19 (Warad-Sin).

18 Unfortunately, the view held in the editio princeps that l. 2 contains the name of Bilalama proves untenable; on this line see presently. The name "Code of Bilalama" for the present laws is therefore not justified.

19 The reading dNin-a-zu was considered, but rejected for various reasons. Jacobsen had shown that dNin-a-zu was the chief god of Eshnunna before Tishpak took over; see OIC 13 55ff.; 16 57; *Ass. Studies* 6 20ff.

Of these dEn.líl-la₅ is a clear genitive, hence cannot be the agent. One should expect the chief god of Eshnunna mentioned. This is Tishpak. Since he is styled dumu.En.líl-lá in the hymn dealing with é.sikil in Eshnunna²⁰ one is tempted to restore:

[... dTišpak dumu.sa]g(?).dEn.líl-la₅ dingir. x x

If this is correct the final group must be taken as an apposition, and it would have to end in a vowel which has absorbed the -e of the agentive case.

The discussion of lines 4-5a starts out best from the date preserved on BIN VII 82 which must be assigned to Naram-Sin of Eshnunna²¹ and reads

mu i-na āwat dTišpak [a-na] bīt a-bi-šu i-ru-bu

"year (in which) at the command of Tishpak he entered into his father-house".

Compare also -- from Harmal -- the date formulae:

[mu N]a-ra-am-dSin a-na kussē bīt a-bi-šu i-ru-bu²²

"year (in which) N. succeeded to the throne of his father-house"

mu Da-du-ša a-na bīt a-bi-šu i-ru-bu²³

"year (in which) D. entered into his father-house"²⁴

20 See the treatment by H. Zimmern, ZA NF 5 267.

21 F. R. Kraus, JCS 3 (1951) 46.

22 Sumer V/1 (1949) pp. 39 and 52 No. 3.

23 Ibid. pp. 40 and 56, No. 9

24 Furthermore -- roughly contemporaneous -- mu Sà-bu-um a-na bīt a-bi-šu i-ru-bu (VS VIII 8) and mu A-pil-dSin a-na bi-it a-bi-šu i-ru-bu (CT VI 48a) and mu Ta-ta-nu-um i-ru-ba-am Harris, JCS IX (1955) 46 date No. 2. -- It seems noteworthy that this formula in Babylon as well as in Eshnunna is always couched in Akkadian. Does this mean that the Sumerian version of the same phrase as found on the law tablet falls before Naram-Sin of Eshnunna and

It is obvious that the group é.ad-da-ni-šè "to his father-house"²⁵ of the text of the laws offers part of a Sumerian version of a comparable date formula. In consequence we must restore at the beginning of line 5 [i-ni-in-t]u-ra-àm. The final -àm poses a certain problem. It is best overcome by introducing the second clause of the translation by "so that".

The restoration of the introductory date formula at which we thus arrive is as follows:

- 1 [itu.]x u.21-kam
- 2 [mu.^dTišpak.dumu.sa]g(?).^dEn.líl-lá.dingir. x x
- 3 [x x x x -ra] nam.lugal.Ēš-nun-na^{ki}
- 4 [mu-na-s]a₄-a é.ad-da-a-ni-šè
- 5 [i-ni-in-t]u-ra-àm Šú-pu-ur-^dŠamaš^{ki}

24 (continued) Sabum of Babylon? — E. Szlechter, Les lois d'Ešnunna p. 6ff., argues for a date later than Bilalama and thinks that the text was probably composed during the reign of Ipiq-Adad II or his son Dadusha. His main reason is the assumption that the rulers of Eshnunna don't take the title "king" before that time, a title which is attested in the date formula of the preamble. He states that the title "king" — that is "of the land of Warūm" — is reserved for Tishpak, the chief god of Eshnunna. It should be noted, however, that the title "king" was certainly used at the beginning of the period of independence (see Jacobsen, l.c., Date form. 47f., Seal legend 8). Furthermore, the fact that Tishpak is king eo ipso makes his representative or ensi also king. Contrast Seal legend No. 8 with No. 6. This covers the period from Ilushu-iliya to Ur-Ninmar (see, in particular, the various seal legends). On the seal legend No. 23 (Azuzum) the title appears in the form šār Āš-nun^{ki} "king of Ashmun"; it is given there to Tishpak but, in accordance with what has just been stated, should also be applicable to the king. It seems likely to me that the composition of the laws belongs to this period. Thus Bilalama still has a good chance of having been the legislator who composed the LE.

25 The -(a)ni "his" qualifies é.adda "father-house"; one must not translate "house of his father".

- 6 [ba-ḥul ù e]rín bal.ri-a ídIdiglat
 7 [šà] mu.l-kam gištukul.kalag-ga ba-an-dáb

"[In the month of]. on the 21st day

[in the year: '(When) Tishpak, the firstborn son] of Ellil, the

.... god,

[upon.....] the kingship over Eshnunna

[had besto]wed so that into his father-house

[he had ente]red, (and when) Šupur-Šamaš

[was destroyed and the p]eople across the Tigris

[within that] (same) one year were seized with mighty (force of)

weapon'."

The LawsMaximum Prices (§§1-2)¹

§1: A i 8-17

<u>1 kùr še'um</u>	<u>a-na 1 šiqil kaspim</u>
<u>3 qa ul šamnim</u>	<u>a-na 1 šiqil kaspim</u>
(10) <u>1 sūt 2 qa ullum</u>	<u>a-na 1 šiqil kaspim</u>
<u>1 sūt 5 qa nāhum</u>	<u>a-na 1 šiqil kaspim</u>
<u>4 sāt i.id</u>	<u>a-na 1 šiqil kaspim</u>
<u>6 ma-na šipātum</u>	<u>a-na 1 šiqil kaspim</u>
<u>2 kùr tābtum</u>	<u>a-na 1 šiqil kaspim</u>
(15) <u>1 kùr qaqullum</u>	<u>a-na 1 šiqil kaspim</u>
<u>3 ma-na erūm</u>	<u>a-na 1 šiqil kaspim</u>
<u>2 ma-na erūm ma-sum₆</u>	<u>a-na 1 šiqil kaspim</u>

"1 kor of barley is (priced) at 1 shekel of silver,
 3 qa of very light oil are (priced) at 1 shekel of silver,
 1 seah (and) 2 qa of sesame oil are (priced) at 1 shekel of silver,
 1 seah (and) 5 qa of lard are (priced) at 1 shekel of silver,
 4 seah of 'river oil' are (priced) at 1 shekel of silver,
 6 minas of wool are (priced) at 1 shekel of silver,
 2 kor of salt are (priced) at 1 shekel of silver,

1 This heading — and those to follow — has been added for the convenience of the reader. It is not intended to imply that any systematic structure underlies the sequence of sections followed in the LE. In fact, when seen as a whole, the headings show how loose the arrangement really is. Cf. on this point Klíma, Arch. Or. XVIII/4 355ff.

1 kor of cardamun is (priced) at 1 shekel of silver,
 3 minas of copper are (priced) at 1 shekel of silver,
 2 minas of refined copper are (priced) at 1 shekel of silver.

§2: A i 18-20.

<u>1 qa ullum</u>	<u>ša ni-ís-ḫa-tim</u>	<u>3 sat še-šu</u>
<u>1 qa nāḫum</u>	<u>ša ni-ís-ḫa-tim</u>	<u>2 sat 5 qa še-šu</u>
(20) <u>1 qa i.íd</u>	<u>ša ni-ís-ḫa-tim</u>	<u>8 qa še-šu</u>

"1 qa of sesame oil ša nishātīm - its (equivalent in) barley is 3 seah,
 1 qa of lard ša nishātīm - its (equivalent in) barley is 2 seah (and)
 5 qa,
 1 qa of 'river oil' ša nishātīm - its (equivalent in) barley is 8 qa.

Philological Remarks:

11. 9ff.: The varieties of "oil" (Sum. i) mentioned in our text recur for the most part in the Sumero-Akkadian lexical lists. Of earlier, unilingual, texts we possess the following: "Vocabulaire pratique" (RA 18 49ff.) 61ff.; AO 6447 (RA 32 161ff.) rev. iii 30ff.; OECT IV 154 vi 41ff.; Mém. de la Mission Arch. en Perse XXVII 50 ii 29ff.; 55 obv. 9ff.; 67; and especially the list that can to a large extent be reconstructed from OECT IV 158 ii 13ff. and SLT 15 vii 5ff. It begins with i.giš "sesame oil" (OECT IV 158 ii 13)² and contains i.šah (SLT 15 vii 6), i.túl (ibid. 8) and i.sag (ibid. 13).

Some of the Akkadian readings can be ascertained with the help of the

2 Cf. SLT 11 ii 4: i (i-mi-eš) giš.

poor fragments of the younger bilingual version. Besides LTBA I 57 obv. with the lines

- | | | |
|---|----------------|-----------------------------------|
| 1 | <u>[i.u]du</u> | <u>tak-k[a-šú-u]</u> ³ |
| 2 | <u>[i.]sag</u> | <u>ú-l[i šam-ni]</u> ³ |
| 3 | <u>[i].šaḥ</u> | <u>nu[-uḥ-ḥu]</u> ³ |

the aberrant text LTBA I 88 vi 54ff. ("medical commentary") is of particular interest for our present purpose. We read there:

- | | | |
|----|-----------------------------|-------------------------------|
| 54 | <u>[i.udu?]</u> | <u>tak-ka-šú-u</u> |
| 55 | <u>[i.dur₅?]</u> | <u>lib-ka-nu</u> ⁴ |
| 56 | <u>[i.]šaḥ</u> | <u>nu-uḥ-ḥu</u> |
| 57 | <u>[i.x.]DU</u> | <u>i.túl</u> |
| 58 | <u>[i.x.]HAL</u> | <u>i.dùg-ga</u> ⁵ |
| 59 | <u>[i.kur-]ra</u> | <u>nap-tu</u> ⁶ |

Instead of nu-uḥ-ḥu we find otherwise nāḥu;⁷ that nāhum is the reading of i.šaḥ also in Eshnunna is proved by the mathematical text from Harmal now numbered IM 54464 (Sumer 7 43f.) where the Sumerogram (ll. 2, 5) interchanges with na-ḥi-im (gen., l. 3). According to this text the relation between the

3 For the restoration see presently.

4 Cf. (du-ur) / A / la-ba-ku K 4386 (CT XIX 17ff.) i 30; see also Ur-ea-nâqu (dreispaltig) [(Landsberger, MSL II 126) A i 9.

5 i.HAL recurs LTBA I 57 obv. 5.

6 Cf. ibid. 6; E. F. Weidner apud W. Brandenstein, Frühgeschichte und Sprachwissenschaft (1948) 151ff.

7 K 26 (CT XIX 48) ii 3-5. See P. Jensen, ZA 1 310; H. Holma, Körperteile 8; von Soden, Or. NS 20 165.

values of i.giš and i.šab is 10 : 15; according to the laws it is 12 : 15.

The quoted mathematical text also establishes the reading of i.giš as ullum.⁸ That i.giš is "sesame oil" was demonstrated by Meissner many years ago (OLZ 1905 247) by the perusal of CT VIII 8e.

For i.sag we should read in Akk. ul(u) šamnim, literally "top oil, fat of the oil," i.e. the very light oil which stays on top when a mixture is left standing.⁹ It is naturally considered most valuable. The relation 1 : 4 between the values of i.sag and i.giš to which the laws testify recurs in the mathematical text YBC 4698 (MKT III 42ff.; cf. Thureau-Dangin, RA 34 89) I 3ff. According to II 1ff. of the same text i.giš is 30 times as valuable as še; in the laws the relation is not 300 : 10 but 300 : 12.

It is not immediately clear what is meant by i.id (l. 12), literally "river oil"; the reading is made certain by l. 20. One might have expected i.esir which, according to B. Meissner, Ass. Stud. 3 (1905) 79f. and R. C. Thompson, A Dictionary of Ass. Chemistry and Geology (1936) 43, is to be read šaman iddim and signifies "oil of bitumen". The graphic difference between esir = iṭṭum "bitumen" (ŠL 579:427) and id "river" (ŠL 579:457) is minute, and perhaps i.id -- id taken over into Akkadian at least as the name of the "river god", the god of the ordeal, -- can be read iṭṭum likewise.¹⁰

The ideogram of l. 15 is probably naga (ŠL 165a) to be read tè in Sumerian and gaqullum in Akkadian.¹¹ This is one of the common spices¹² needed

8 Cf. i.giš = (šamnu) el-lu ZA NF 11 38 fn. 1.

9 See P. Jensen, KB VI/1 381; E. F. Weidner, Die Inschriften vom Tell Halaf 20.

10 Miles-Gurney, Arch. Or. 17 (1949) 18, ask whether "river-oil" is "the floating pitch commonly found on rivers in Mesopotamia".

11 See K 4174 (CT XI 45) i 6f.

12 A. L. Oppenheim, Eames Collection 5f.

for the production of bread,¹³ probably "cardamun".¹⁴

ll. 16 and 17 deal with two varieties of urud = erūm "copper". The second, erum ma-sum₆ is no doubt identical with Old Assyrian erium ma-si-um so frequently mentioned in the Kültepe texts.¹⁵ Ilušuma of Assur says of himself (ZA NF 9 114ff. lines 53f) e-ru-šu-nu am-si "their (i.e. the Akkadians') copper I 'washed'". Compare also eru ma-sú-ú Amarna 19 38. From the classical Assyrian lists the equation urud.lu.luh-ḥa¹⁶ = (erū) me-i-su-ú (VR 27/1 I 20; LTBA I 33 V 27) is pertinent, mesū being the younger development of masium. In the laws we have to read ma-sum₆ (with samekh), the sibilant which the word "to wash" requires. The lack of "Umlaut" observed in masūm (adjective) in contradistinction to mesūm (inf.) is also found in qá-ta-ia ma-si-a "my hands are washed" PBS VII 60 27; it is legitimate in the adjective (whether attributive or predicative) because in its prototype *masi'um (or whatever the "sharp laryngeal" involved may have been) that laryngeal is not in immediate contact with an a vowel. The infinitive on the other hand is originally *masā'um.

Commentary:

The commodities enumerated in §1 are those considered as basic in Old Babylonian economy. To select only a small number of other passages we find, e.g., the following series:

še.ba i.ba sig.ba "rations of barley, oil (and) wool" LE § 32; CH

§178; ana ittišu¹⁷ 3 iii 48f.

13 See Landsberger, OLZ 25 (1922) 343 fn. 3.

14 Meissner, ZA 6 293f.; R. C. Thompson, A Dict. of Assyrian Botany 35f.

15 See J. Lewy, Die Kültepetexte der Sammlung Rudolf Blanckertz (1929) 24; Emin Bilgiç, Sumeroloji araştırmaları 1 (1941) 929.

16 Cf. urud.luḥ-ḥa Voc. prat. (RA 18 46ff.) i 21; cf. Syria 20 (1939) 111 (Mari).

[še.] i.túg.ba "rations of barley, oil (and) cloth" LE §9.

še síg i.giš "barley, wool (and) oil" CH §104; Šamši-Adad I¹⁸ 24.

še síg i.giš zulum "barley, wool, oil (and) dates" CH §237.

še síg urud i.giš "barley, wool, copper (and) oil" Sin-kašid.¹⁹

kubabbar "silver", guškin "gold", urud "copper", anna "tin", še
"barley", síg "wool" Erišum KAH II 11 21ff.

še'um "barley", [....], še.i.giš "sesame", zulum "dates", síg "wool",

i.giš "sesame oil", i.sag.dùg-ga "fine oil", i.šah "lard"

[.....], esir "bitumen" Math. Compendium (Sumer 7 126ff.)

Tabl. 2/3 section F.

The prices given by the LE should be compared with those contained in the inscriptions of Šamši-Adad I of Assur and of Sin-kašid of Uruk -- both rulers who flourished in the Old Babylonian period.²⁰ They are likely to be fictitious, however, as these kings boast how great prosperity is, and how inexpensive life, during their reigns. For 1 shekel of silver, they assert, one could buy:

	barley	wool	copper	oil
Sin-kašid:	3 kor	12 minas	10 minas	30 qa
Šamši-Adad I:	2 kor	15 minas	-	20 qa

17 B. Landsberger, Die Serie ana ittišu (Materialien zum sumerischen Lexikon. Vokabulare und Formularbücher Band 1, 1937); J.G. Lautner, Personenmiete 109.

18 KAH I 2 and duplicates; see Ebeling-Meissner-Weidner, Die Inschriften der altassyrischen Könige 24f.

19 F. Thureau-Dangin, SAK 222f.; A. Schott in Erster...Bericht über die...in Uruk-Warka unternommenen Ausgrabungen 52.

20 For later periods see BBSt p. 128f. (Šamaš-šum-ukin?) and AfO 13 210ff. (Aššurbanipal).

What actual prices were, we can ascertain from contemporaneous contracts.²¹ According to such sources one could purchase for 1 shekel of silver:

	barley	wool	copper	oil
IIIrd Dyn. or Ur: ²²	1 kor	10 minas	2 to 2 $\frac{1}{2}$ minas	9 to 15 qa
Hammurapi period:	$\frac{1}{2}$ to $\frac{3}{5}$ kor	5 minas		9 to 10 qa

When these prices are compared with the tariff of the LE, according to which 1 shekel of silver buys

barley	wool	copper	oil
1 kor ²³	6 minas	2 to 3 minas	12 qa

the statement can be made that it agrees particularly well with the prices paid under the IIIrd Dynasty of Ur. The rise in most prices which characterizes the Hammurapi period is not reflected in the LE. This fact has some bearing on the problem of dating; it supports the opinion that the composition of the LE should be placed close to the IIIrd Dynasty of Ur.

It is surprising that the tariff does not include dates, a commodity which is of such great importance in Mesopotamian economy.

§2 presents a second tariff for the three more common varieties of oil, namely i.giš, i.šah, and i.id, for the special case that they are ša nishā-

21 See W. Schwenzner, Zum altbabylonischen Wirtschaftsleben (MVAG 19/3, 1914); B. Meissner, Warenpreise in Babylonien (Abh. der preussischen Akad. der. Wiss., phil.-hist. Klasse 1936, 1).

22 See now also Jacobsen, JCS 7 (1953) 42 fn. 49.

23 This amount is also given ana ittišu 7 'Anhang' (Landsberger p. 106) 17f.

tim.²⁴ It should be noted that the special tariff exists only for these varieties of oil, furthermore that their value is in §2 expressed in terms of barley and not in terms of silver. Oil ša nishātum is more expensive than oil not so qualified, the ratio being 5 : 6 for sesame oil, 4 : 5 for lard, and 15 : 16 for "river oil". The explanation of the term, to be plausible, ought to account for these three peculiarities. No final solution of the problem can be proposed as yet. It may, however, be sought in the direction to be indicated presently.

The abstract nishātum²⁵ must certainly be derived from nasāhum "uproot, extract". As a mathematical term, which presumably may also be applied to accountancy, the verb denotes "deduct, subtract". The normal Sumerian equivalent of nasāhum is zi. Therefore, the assumption is reasonable that nisihtum, nishātum is the Akkadian equivalent of Sum. zi, zi-ga. This is not necessarily disproved by the existence of the equation zi-ga = Akk. ṣītum.²⁶ Whenever commodities are administered by an organization, that organization would term an "expenditure" that which is called a "withdrawal from credit" by the one entitled to an amount of the commodity in question.

24 The sign 'iṣ' has here the value is as in it-ta-ki-iṣ §§42, 43, Iṣ-ki-im-ma §44, Iṣ-ki-ib-ma §56. There is no unambiguous evidence extant in the LE which would make it clear whether ni-iṣ-ḥa-tim is singular (as, e.g., ṣimdatum) or plural (of a singular nisihtum). The decision in favor of a plural made here is arbitrary.

25 In the CH (§33) ṣāb nishātum are probably men exempt from military service. The word is furthermore familiar in the Old Assyrian tablets from Cappadocia; there nishātum is a "deduction" in favor of the palace to which merchandise is subjected before it is licensed for import or export (Eisser-Lewy, *Die altassyrischen Rechtsurkunden vom Kültepe I* (1930) 92 footnote a, 220ff. footnote; Götze, *Kleinasien* 71 fn. 19).

26 Landsberger, ZDMG 69 (1915) 506; ZDMG 74 (1920) 442 and in particular ana ittišu 3 i 31.

For the understanding of §2 of the LE it might be well to recall that in economic texts different standards of weight are mentioned.²⁷ By the side of a pan of 60 qa — called ša namhartim "customary for goods received" -- indeed a pan of 64 and one of 72 qa is known and one of 75 qa may well have existed. These qa units would have to be correspondingly smaller or the price for the commodity measured by them proportionally higher to have the same economic effect. Our paragraph seems to follow the latter method. The effect would be that the varieties of oil listed in the paragraph would be disbursed for a price higher than that by which they were valued when coming in.

It remains unexplained why this difference was made with sesame oil, lard and "river oil" and not with the other commodities enumerated in §1. Were the allotments of these oils so plentiful that the receiver preferred to draw barley instead? And was the lower value set on them necessary to offset the expense of keeping the pay-lists and of measuring out small quantities to individuals?

It is a significant fact that the text of the LE begins with a tariff of prices. A tariff is also incorporated into the HC (§178ff.), but there it by no means occupies so prominent a place as here. One gains the impression that the tariff of the LE intends to set the economical background against which, in the intention of the legislator himself, the wages decreed in the sequel must be evaluated. In other words, the legislator was aware of the fact that a regulation of wages does not mean anything unless prices are likewise regulated. The context thus suggests that the prices listed are the maximum prices allowed in

27 Cf. Goetze, JCS 2 (1948) 85f. and the literature there quoted.

the realm governed by the king of Eshnunna.²⁸

The numerous economic texts from Tell Harmal, when published, will perhaps enable us eventually to answer the question as to whether the quoted prices were actually asked and paid or whether they remained fictitious.

28 Cf. J. Lacour-Gayet, *Le roi Bilalama et le juste prix* in *Revue des Deux Mondes* 22 (Nov. 1949) 355-61.

Hire of a Wagon (§3)

§3: A i 21-23.

isereqqum^a qá-du-um alpī^{hi.a}-ša ù re-di-ša (22) 1 pan 4 sāt še'um
idi-ša šum-ma kaspum 1/3 šiqlim idi-ša (23) ka-la u₄-mi-im i-re-de-e-ši
 a: gišmar.gíd-da

"The hire for a wagon together with its oxen and its driver is 1 pan (and) 4 seah of barley. If it is (paid in) silver, the hire is 1/3 of a shekel. He shall drive it the whole day."

Philological Remarks:

Sum. gišmar.gíd-da should be read in Akkadian ereqqum; the reading šubbum, šumbum which our handbooks¹ present as an alternative is mistaken.²

1 Deimel, ŠL 307:57; Fr. Delitzsch, SGL 180; A. Ungnad, Hamm. Gesetz II 122, 161.

2 šumbum is properly the wheel of the wagon. See Fr. Delitzsch, SGL 282 and A. Salonen, *Der Abschnitt Wagen...* (SO XI/3) 18f; *Die Landfahrzeuge des alten Mesopotamien* (1951) 28ff. ŠL 307:57b is to be corrected. For HAR-ra-hubullu V see, in addition to Salonen's reconstruction, also F. Köcher, DLZ 1954 521.

The noun ereqqum denotes a wagon, presumably with four wheels. It is drawn by oxen (gud.ḫá = alpū). The driver is called rēdūm in the LE; this is the participle B of the verb redūm "drive". The CH, in § 27I, uses murteddūm instead, i.e. the participle Btn of the same verb, stressing by the choice of this stem the fact that the action is performed continually and professionally.

Old Babylonian clearly distinguishes between idum "hand" and idum "hire, wages" whenever a suffix is attached to the noun which then appears in the construct. Of idum "hand" we have id-ka (CT XXIX 6b 14; YBT II 82 32) and iz-zu (YBC 2394 II 6, 18), but of idum "hire" i-di-šu (CT IV 28 25; VS XVI 84 2; MCT P 3).

The ka-la u₄-mi-im of this section recurs in §§4 and 10. The parallelism with warham ištēn in §11 shows that it is the normal period of hire which the legislator wishes to establish. Hence ka-la u₄-mi-im denotes "the whole day" just as ka-la mu-ši-im means "the whole night".³

Commentary:

§3 establishes the legal hire of a wagon, including ox team and driver. The amount due is expressed both in barley and in silver, the ratio prevailing

3 The contention of Miles and Gurney, Arch. Or. 17 180 (followed also by de Liagre Böhl, JEOL 11 98) that kala ūmim means "afternoon" is based on a misunderstanding. From the fact established by Landsberger at the passages they quote (AfO 3 165 fn. 2) that in a certain text kala ūmi interchanges with kin.sig (for the meaning of which see Thureau-Dangin, Rit. acc. 76 fn. 3), equivalence of these terms cannot be deduced. Moreover, the iredde of the LE (not ireddiam!) has cursive Aktionsart. -- The kalā ūmim of the LE is identical in meaning with ūma-kal (e. g., a. i. VII iv 20; IM 54538 [Sumer 7 33] rev 5; pass. in Kültepe).

between the two being that of §1, i.e. 1 kor of barley equal to 1 shekel of silver. The final clause makes it clear that the quoted amount is the daily rate.⁴

In the CH §271 corresponds: "If a man hires oxen, wagon and its driver, he shall give for one day 3 pan of barley". This is considerably more than the rate paid at Eshnunna. The discrepancy increases when the fact is taken into account that barley had become up to twice as valuable in terms of silver in the meantime.⁵

The wagon is the subject of numerous (unpublished) legal and economic texts from Harmal.

4 Subject is the driver and object the wagon; cf. §4 (boat) and §10 (donkey).

5 See above, p. 30.

Laws Concerning Boats (§§4-6)

§4: A i 23-24.

idi i^seleppim 1 kurru^mum 2 qa (24) ù [1 sū]t 1 qa idi malā^hhim^a
ka-la!! u₄-mi i-re-de-ši
a: má.DU.

"The hire of a boat is 2 qa per kor (of capacity), and 1 sūt (and) 1 qa is the hire of the boat man. He shall drive it the whole day."

§5: A i 25-26.

(25) šum-ma malā^hhum^a i-gi-ma i^seleppam u₄-te₄-eb-bé (26) ma-la
ú-te₄-eb-bu-ú ú-ma-al-la

a: má.DU.

"If the boatman is negligent and causes the sinking of the boat, he shall pay in full for everything the sinking of which he caused."

§6: A i 27-28.

(27) šum-ma awīlum i-na nu-la-a-ni iš-eleppam la ša-at-tam (28)
iš-ša-ba-at 10 šiqil kaspam išaggal^a

a: i-lal-e.

"If a man (who finds himself) in ... seizes a boat (which is) not his, he shall pay 10 shekels of silver."

Philological Remarks:

For the expression "per kor" the LE say consistently 1 kurrum (§§4, 18, 20) and for "per shekel" 1 šiqilum (§§18, 21).¹ This is different from what we find in the CH; there we read for "per kor" a-na 1 še.gur-e in §121, a-na 1 gur-e in §88 (Nippur fragment²) and for "per bur" 1 (bur) gán-e in §§44, 56, 57, 58, 63, 255. In other words, while the CH employs the preposition ana with following genitive, the LE exhibit the adverbialis in -um instead. One may safely assume that this is the more archaic construction.³

§6 contains the problematic phrase i-na nu-la-a-ni; a reading i-na be-la-a-ni that might graphically be possible should be excluded because of the

1 The final syllable is expressed by a phonetic complement in several cases and is therefore certain. Against Miles and Gurney, Arch. Or. 17 180f., who did not understand the correct meaning of the adverbialis 1 kurrum, it must be remarked that reading and interpretation are fortunately not open to doubt.

2 PBS V 93; see A. Poebel, OLZ 18 (1915) 257ff.

3 The form and its meaning were treated by von Soden, ZA NF 7 (1932) 92ff.

limited use made in Old Babylonian of the sign BE. For the interpretation the context must provide the clue. The phrase obviously denotes an attenuating circumstance. From the point of view of form it seems to be fairly certain that nu-la-a-ni is a genitive plural with the suffix -ān (cf. Language 22 (1946) 121ff.) frequently used to express adversities. Compare ina mūtānī, ina muṣṣānī "in (the event of) a pestilence, an epidemic."

Commentary:

§§5 and 6 interrupt the context. They are obviously attracted by §4 which fits in well with §§3 and 10, and also with §§7 and 8. The original theme was idum "hire, wages".

The first section of our group, §4, deals with the hire of boats.⁴ In Lower Mesopotamia boats are by far the most important means of transportation.⁵ There is no town in the country which cannot be reached by boat, and probably quite a few places which are inaccessible by any other means. The hire to be paid for a boat naturally depends on its size. It is expressed, as today, by its capacity.⁶ The normal river boat seems to have a "tonnage" of 60 kor which is about 6 register tons. Larger boats are rare; smaller boats -- down to only 5 kor capacity -- are mentioned in the section "boat" of the lexical series ḪAR-ra-ḫubullu.⁷

4 Cf. A. Salonen, *Nautica Babylonica* (SO XI/1) 52ff.

5 Cf. J. M. Prince, *AJSL* 40 (1924) 111ff.

6 Cf. A. Salonen, *Die Wasserfahrzeuge in Babylonien* (SO VIII/4) 158ff.

7 See A. Salonen, *l. c.* 167f.

It was customary for the owner of a boat to lease it to a boatman (malāḥḥum) who would make contracts of carriage with his customers. In consequence of this situation the boatman is responsible for the boat to its owner (bēl eleppim), but for the cargo to the owner of the goods for the transportation of which he has signed up. The boatman calculates his fee in such a way as to enable him to pay the owner of the boat and to make a reasonable profit. The LE deal with the hire of the boat separately from the wages of the boatman. The former is in Eshnunna 2 qa of barley per kor of capacity daily, i.e. 120 qa = 12 sāt = 2 pan of barley daily for a boat of 60 kor capacity, equivalent to 2/5 shekel of silver. The latter (damaged on the tablet) probably amounted to 11 qa of barley, i.e. about the normal wages of a skilled worker.⁸ The CH (§277) sets 1/6 (shekel), i.e. 30 grains, of silver per day as the hire of a boat of 60 kor capacity. The ratio between the hire at Eshnunna and that at Babylon, then, would be 12:5. The wages of the boatman are set at 6 kor = 1800 qa yearly in the CH (§239) which is 5 qa daily. The ratio between Eshnunna and Babylon in this respect is 11:5. The hire of boats then was expensive in Eshnunna.

§5 defines the responsibilities of the boatman in the case of negligence (egūm). If his boat is lost he has to make up for "everything the sinking of which he caused"; this includes the boat as well as the cargo. The corresponding section of the CH (§237) is more unambiguous in this respect. It states: "If a man hires a boat and loads it with grain, wool, oil, dates or any other kind of cargo, (if) this boatman is negligent and causes the sinking of the boat and the loss of its content, then the boatman shall make restitution for the boat the sinking of which he has caused and also for everything that has been

⁸ See B. Meissner, *Warenpreise in Babylonien* 38, and below §11.

lost therein."

The LE stipulate the principle of responsibility in the same manner as the CH. This is a fact of great interest. It refutes the opinion frequently expressed⁹ that it was Hammurapi who, by inserting the verb īgī "he committed an act of negligence", introduced that principle in those sections of his law which deal with shipping (§236 l. 32; §237 l. 45f.). The implication is that previously the actual loss had dominated legal thinking in Babylonia.¹⁰ This view was apparently based on an interpretation of the pre-Hammurapi laws composed in Sumerian published by A. T. Clay as YBT I 28; it assumed that in the corresponding lines there (IV 11ff.) no equivalent of Akk. egūm "commit negligence" is contained. However, the details of the respective Sumerian law are rather obscure and it is far from certain that it corresponds to CH §236.¹¹ If it does, the question would need investigation as to whether the expression Sum. ú-gu.ba-an-dé, Akk. uḫalliḳ "he caused the loss (of something)," does not by itself imply negligence.¹²

9 Particularly by M. San Nicolò, *Beiträge zur Rechtsgeschichte im Bereiche der keilschriftlichen Rechtsquellen* (1931) 184f. and by J. G. Lautner, *Altbabylonische Personenmiete* (1936) 107 fn. 345, 123f. This view is opposed also by M. David, *Een nieuw-ontdekte Bab. wet ...* 27; Miles-Gurney, *Arch. Or.* 17 181; and San Nicolò, *Orient.* 18 258.

10 It is still emphasized in certain contracts; see M. San Nicolò, *l. c.* 242; J. G. Lautner, *l. c.* 124.

11 See YBT I p. 20f. The latest interpretation is that of A. Salonen, *Nautica* 56. The text seems to imply faulty navigation on the part of the boatman. Cf. also the Middle Assyrian law published by E. F. Weidner, *AfO* 12 (1937) 52 and discussed by M. David, *Jaarbericht Ex Oriente Lux* 6 (1939) 135ff. -- The §4 of the CLI (*AJA* 52, 1948, 425ff.) which deals with boats is badly damaged.

12 Cf. J. G. Lautner, *Personenmiete* 93.

The subject of §6 is seizure of a boat not the user's property,¹³ on the part of a man ina nu-la-a-ni. He who seizes the boat in such circumstances has to pay 10 shekels of silver, presumably to the owner of the boat. The penalty is small; hence theft cannot be meant.¹⁴ To judge from CH §8 one would, in the case of theft, expect a penalty of at least ten times the value of the stolen good. The circumstance that ina nu-la-a-ni follows after awilum and not after eleppam seems to indicate a condition of the man rather than of the boat. It probably denotes some kind of an emergency,¹⁵ and the context suggests furtum usus (see San Nicolò Or. NS 18 258). No further precision is possible at present.

13 For ša-at-tam cf. Landsberger, ZA NF 1 24 fn. 2; von Soden, ZA NF 6 193 fn. 3; Lewy, Orient. NS 15 361ff. The Old Babylonian Omen Texts of YBT X and the Mari texts furnish much additional material. It occurs without as well as with preceding lā. It is therefore hard to see how Driver (Society for OT Study Booklist 1951 p. 21) can still take exception to translating wardim la še-e-em (gen.) by "of a slave not his own" in CH rev. XIX 39, 46 (§226). Neither can I see how this qualification yields no satisfactory sense as Miles (The Babylonian Laws 1 424) remarks.

14 In case of theft one would expect — as in CH §§259, 260 — a form of šarāqum. Moreover, even attempted theft is severely punished in the LE, see §§12f.

15 Perhaps simply "in an emergency" or "during a flood". The translation of de Liagre Böhl (JEOL 11 98 with fn. 9) "met nietswaardige bedoeling" (i.e. "with despicable, dishonorable intent") is to be rejected.

Wages of Agricultural Laborers and the Hire of a Donkey (§§7-11)

§7 A i 28-29.

2 sāt še'um idi eššēdim^a (29) šum-ma kaspum l2 uṭṭēti idi-šu^b

a: á-e še.kud.KIN. b: á-bi

"The wages of a harvester are 2 seah of barley; if they are (paid in) silver, his wages are 12 grains."

§8: A i 29.

1 sūt še'um idi za-ri-i

"The wages of winnowers are 1 seah of barley."

§9: A i 30-34.

(30) awīlum 1 šiqil kaspam a-na e-še-di a-na aw·agrim^a (31)

[i-na-]di-in-ma šum-ma re-su la ú-ki-il-ma (32) [e]-še-dam e-še-dam la
e-ší-su 10 šiqil kaspam (33) išaqgal^b 1 sūt 5 qa idam ab-tuk-a ù
ba-zi-aš (34) [ù še.]i.túg.ba i-ta-a-ar

a: lú.hun-gá b: i-lal-e

"Should a man give 1 shekel of silver to a hired man for harvesting, if then he (i.e. the hired man) does not hold himself in readiness and does not do for him (i.e. him who does the hiring) the harvesting, wherever it may be, he shall pay 10 shekels of silver. In consideration of the fact that he (i.e. the hired man) earned 1 seah (and) 5 qa in (daily) wages and was discharged (from the household), the rations of barley, oil (and) cloth will also revert (to that household)."

§10: A i 34-35.

1 sūt še'um idi imērim (35) ù 1 sūt še'um idi re-di-šu ka-la
u₄-mi-im i-re-de-šu

"The hire of a donkey is 1 seah of barley, and the wages of its driver are 1 seah of barley. He shall drive it the whole day."

§11: A i 36-37.

(36) idi aw·agrim^a 1 šiqil kaspum 1 pan še'um ukullē-šu^b (37)

warham ištēn^c i-la-ak

a: lú.hun-gá. b: ša.gal-bi. c: l-kam.

"The wages of a hired man are 1 shekel of silver; his provender is 1 pan of barley. He shall serve for one month."

Philological Remarks:

For zarūm "to winnow" (§8) see Landsberger, ZDMG 69 (1915) 526f. and ana ittišu 170, 172. In unpublished economical texts from Tell Harmal which I was privileged to examine as well as in the "Mathematical Compendium" from Harmal (Sumer 7 126ff.) -- Section I d lines 4f. -- "winnowers" and "harvesters" occur frequently together.

The restorations proposed for §9 require a few justifying remarks. At the beginning of l. 31 I have restored [i-na-di-in-in-ma¹] rather than [id-di-in-ma, not merely for reasons of space, but in particular because elsewhere in the text clauses which introduce complicating circumstances employ the present-future before -ma; compare, e.g., the i-za-kar-šum-ma of §37 below. In l. 34, in addition to the še which must be restored as a matter of course, another sign -- and one of considerable width -- is missing.²

As for the complexes ab-tuk-a and ba-zi-aš, the assumption made in the editio princeps that they are Sumerograms concealing verbal forms is, in my judgment, as valid today as it was then.³ I may have erred when transposing

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- 1 To judge the space required for the restoration, note the i-na at the beginning of l. 38.
 - 2 This fact was disregarded by Miles and Gurney, Arch. Or. XVII/2 182.
 - 3 The assertions of von Soden concerning this point in Arch. Or. XVII/2 369 must be rejected; nor is the analysis of Miles and Gurney, l.c. 182, acceptable.

them into Akkadian and I may have misjudged the structure of the sentence which follows the verb i-lal-e = išaqal. The suggestion made by Miles and Gurney (Arch. Or. XVII/2 181) that the words following the verb constitute a new sentence should be accepted.

The complex ba-zi-aš lends itself well to an interpretation from Sumerian and must no doubt be analyzed as ba=zi=a=š, i.e. as the verbal form ba-zi nominalized by -a and followed by the postposition -še which in the position after a vowel appears as -š. The form with ba- is quite appropriate; compare ana ittišu VII iv 12ff.:⁴

Sum.	Akk.	
<u>tukundi-bi</u>	<u>šum-ma</u>	"if
<u>lú.sag-gá-e</u>	<u>a-wi-lum</u>	a man
<u>lú.hun-gá-e-dè</u>	<u>ar-da i-gu-ur-ma</u>	hires a slave/man
<u>ba-úš ba-an-záh</u>	<u>im-tu-ut iḥ-ta-li-iq</u>	but (that man) dies, disappears,
<u>ugu.bi-an-dé-e</u>	<u>it-ta-ba-ta</u>	runs away,
<u>gán.la.ba-an-dag</u>	<u>it-ta-pa-ar-ka</u>	stops working
<u>ù tu-ra.ba-ab-ag</u>	<u>ù im-ta-ra-ḡu</u>	or falls ill,
...."

The verbal stem zi corresponds with Akk. nasāḥum literally "uproot, extract" which is not only used in the parlance of mathematics and accountancy for "deduct, subtract, withdraw" but also juridically for "remove (from a group)". In connection with hire it occurs in PBS VIII 196 17, a passage which, I think, has so far been misinterpreted because the mutilated beginning of the line was

⁴ In Landsberger's edition (MSL I) p. 103.

neglected. The line should contain a clausula by itself: KI.LAM? še-im?
i-na-pu-uš<-ma? i-na-sà-aḥ "should the course of the barley go high,⁵ he will
 be dismissed".⁶

The second group occurring in LE §9, ab-tuk-a, is likewise a "subjunctive"; being closely tied by ù to the ba-zi-aš, which has just been discussed, it should, like the latter, be considered as governed by the postposition -š(e). The basic ab-tuk must be analyzed as a=b=tuk which is for i=b=tuk "he acquired, accepted (it)".⁷

The postposition -š(e) can best be understood as marking cause and reason.⁸ For the proposed translation consult also the juridical commentary which follows presently.

The idiom rēš NN kullum "to hold NN's head" means "to be held in readiness for NN, to be placed at NN's disposal."⁹

The Akkadian reading of še.ì.túg-ba "rations (ba) of barley (še) ointment (ì) (and) cloth (túg)" is provided by ana ittišu III iii 48;¹⁰ it is eprum piššatum lubuštum.

- 5 Cf. Delitzsch HWB 406a.
- 6 The passage was first adduced by Miles and Gurney, Arch. Or. XVII/2 182 fn. 6. For the interpretation see E. Chiera, PBS VIII/2 pp. 165f.; A. L. Oppenheim, Mietrecht pp. 5 and 89ff.; J. G. Lautner, Personenmiete 122. Note the parallelism of the quoted sentence with the following inaddī ittallak<-ma> ina idi-šu itellī "should he be negligent or absent himself, he will forfeit his wages."
- 7 A. Poebel, Grundzüge der Sumerischen Grammatik §542.
- 8 See in particular A. Falkenstein, Grammatik der Sprache Gudeas II 136 (§107 5).
- 9 See Oppenheim, JAOS 61 (1941) 254f.
- 10 In Landsberger's edition (MSL I) p. 45. See also J. G. Lautner, Personenmiete 108f.

Commentary:

The sequence of the laws in this group is not quite logical. One would expect §11 ahead of §9, if not at the very beginning of the group, and §10 at its end. It seems that §9 was attracted by §§7 and 8 in the same way as §§5 and 6 were attracted by §4.

The wages mentioned in §§7 and 8 are daily wages. This is made clear by confrontation of the two sections with §11 where it is explicitly stated that the wages mentioned there are those for a month's labor. In the (inserted) §10 the day is mentioned as the period of labor with which the section is concerned.

As numerous contracts indicate, laborers were paid either in kind or in silver, sometimes by a combination of both.¹¹ Such arrangements may have been in the legislator's mind when, in §7, he gave the wages due a harvester in silver as well as in barley. The ratio applying between the two is that set out in §1. The wages of winnowers (§8) are given only in terms of barley, no reason for doing this being recognizable. One may perhaps assume that, in the case of the winnower, it was more convenient to pay him from the barley which had just become marketable through his labor. The wages of the winnower correspond to those of the hired man. One has to conclude that the winnowing was performed at a time when labor was plentiful and could therefore be obtained at lower rates.

It has long since been observed that contracts with harvesters never state the wages that will be paid and the conclusion was drawn that they were fixed by law.¹² The LE, in §7, now provide us with such a law.

11 W. Schwenzner, *Zum altbabylonischen Wirtschaftsleben* 107ff.; J. G. Lautner, *l.c.* 107f.

12 J. G. Lautner, *l.c.* 174.

The interpretation of §9 meets with serious difficulties. The basic distinction made between a "harvester" (eššēdum, nomen professionis derived from ešēdum "to harvest") and a "hired man" (agrum)¹³ deserves emphasis. The former is a seasonal worker, hired specifically for the harvest season; the latter is hired for all kinds of work on daily or, as here, on monthly wages. In contracts dealing with the procurement of harvesters the verb alākum "go" is used, in contracts with hired men the verb erēbum "enter".¹⁴ This difference in terminology implies a difference in their respective relationship to the man who hires them. The hired man becomes part of the man's larger household and therefore also receives from him his livelihood. It seems that the ukullū "provender" mentioned in LE §11 is identical with the še.ī.túg.ba "allotment of barley, oil (and) cloth" occurring in LE §9. The harvester, on the other hand, is on his own and receives only wages. Per month (§7) they amount to:

60 seah = 600 qa = 2 kor of barley or

360 grains = 2 shekels of silver.

The hired man receives during the same period of time (§11) only

1 shekel of silver,

(equal to 30 seah = 300 qa of barley). In addition, however, he has claims to a "provender" amounting to 1 pan = 1/5 kor = 60 qa of barley worth (according to §1) 1/5 shekel of silver. All included, his monthly income would, then, be 1 1/5 shekel of silver (equal to 36 seah = 360 qa of barley monthly or 12 qa of

13 Similarly the Ur III texts distinguish the guruš (KAL) from the lú.hunga.

14 This was already observed by Rhodokanakis, WZKM 22 (1908) 115; see also J. G. Lautner, Personenmiete 175. Against Lautner, *ibid.* 162ff., illak(ū) cannot mean "he (they) will come"; see however *ibid.* 175f.

barley daily). At any rate the harvester would receive higher wages than the hired man. The reason for this is obviously the great demand for labor at harvest time; it naturally tends to increase the price of labor. Furthermore, the harvester may experience a period of unemployment once the harvest is over. Numerous contracts show that harvesters were contracted for long in advance of the time at which they were actually needed.¹⁵

Now, §9 speaks of an agrum who receives money "for harvesting" (ana eṣṣēdim) and specifies his wages as 1 shekel of silver. This amount must be intended for a month (as the 1 shekel paid the agrum under §11) and it is certainly less than a harvester would expect under §7. And rations like those mentioned in §9b are due only to an agrum and not to an eṣṣēdum. It then follows that §9 does not deal -- as one might think at first¹⁶ -- with the hiring of harvesters.

At any rate, such hiring would be done by paying the wages in a lump sum long in advance to a contractor who obligates himself to supply the labor at harvest time when it is needed. The respective contract -- best described as "Gattungsmiete" -- would contain as thematic verb the form šu.ba=n=ti.¹⁷

The purpose of §9 must be a different one. It may here be suggested that it envisages the situation which arose when a "hired man" (who according to §11 was entitled to monthly wages amounting to 1 shekel of silver equivalent to 1 kor = 300 qa of barley) was asked to do the work of a harvester. To a harvester twice as much is due, hence an adjustment in the wages of a "hired man"

15 See J. G. Lautner, *Personenmiete*, particularly pp. 142ff.

16 Thus San Nicolò, *Orient. NS* 18 (1949) 259.

17 J. G. Lautner, *l.c.* 162ff.; Pritsch in *Festschrift F. Nötscher* 184.

so employed was called for. To bring his wages up to those of a harvester an additional payment of 1 shekel of silver per month was necessary; this is the amount mentioned in §9. Most likely it was paid him when the request was made, and its acceptance obligated the "hired man" to work in his new — probably temporary — capacity. The law of §9 then lays down the rule that a "hired man" who, in such circumstances, does not do his part wherever he is sent¹⁸ suffers a heavy fine.¹⁹

There then remains §9b, dealing with the rations due a "hired man" and referred to in §11 as "provender". As was said above, the harvester had no claim to such a provender. If the pay of the hired man who was used as a harvester was in need of adjustment, something had also to be done about his provender. Fairness required it to be surrendered to the household of which the workman, under his new assignment, was no longer a member. Hence we should literally translate as follows: "In consideration of the fact that he (i.e. the hired man) earned 1 seah and 5 qa (= 15 qa) in (daily) wages and was discharged (sc. from the household), the rations of barley, oil (and) cloth will revert (sc. to that household)". This I interpret to mean that his provender was stopped as soon as his employment as a harvester assured him of more than one and a half of his normal income. He was then considered as capable of paying for his sustenance himself and, therefore, discharged from the group that had so far supported him.

The hire of a donkey in §10 at 1 seah of barley per day recurs in CH

18 Cf. PBS XIII 56 obv. 10f.: [...] ṣābum ša kaspam im-ḥu-ru [e-ṣé-dam e-ṣé-dam la il-l[i-ku] "[...] people who accepted money, but did not go for harvesting here (or) there."

19 For fines of the same severity see §§12 and 13 (trespassing) and §42 (bodily harm).

§269: "If he hires a donkey for threshing, its hire is 1 seah of barley." There a special purpose²⁰ is stated for which the donkey is needed; none is mentioned in the LE. The assumption seems reasonable that the §10 of the LE likewise refers to threshing work which is customarily done immediately after harvesting. In fact, it may be this point which induced the legislator to place §11 immediately after §§7-9 which deal with harvesting and winnowing.

Our §11 must be compared with CH §273: "If a man hires a hired man, he shall give him 6 grains of silver per day from the beginning of the year up to five months; from the sixth month on till the end of the year he shall give him 5 grains of silver per day." The rates of the LE coincide with those which, according to Hammurapi, are due a hired man for the first five months.²¹

20 In a receipt from the reign of Hammurapi, VS IX 88 (KU 822), for a donkey 112 1/2 qa are paid for 8 days, i.e. a little over 1 seah and 4 qa per day.

21 The lexical series HAR-ra-hubullu contains in tablet II (K 6074 = ZA 7 30) iii 11f. the information that the wages of a hired man are 1 seah = 10 qa daily, i.e. 300 qa = 1 kor monthly. This corresponds to 1 shekel of silver when the exchange rate of the LE is applied.

Trespass and Unlawful Entry (§§12-13).

§12: A i 37-40, B i 1-3.

A: awilum ša i-na eqel muškēnim^a

B: [.]

A: (38) i-na ku-ru-lim i-na mu-uš-la-lim iš-ša-ba-tu

B: [.]

A: (39) 10 šiqil kaspam išaqqal^b š[a i-n]a m[u-š]i-im i-na ku-ru-lim

B: [.]x [.]

A: (40) iš-ša-ba-tu i-ma-a[-at] ú-ul i-ba-lu-uṭ

B: i-ša-ab-ba-tu (3) [i-ma-a-a]t ú-ul i-ba-al-lu-uṭ

a: maš.kak.en. b: i-lal-e.

"A man who is caught in the field of a muškēnum inside the fence(?) at high noon shall pay 10 shekels of silver. He who is caught inside the fence(?) at night shall die, he shall not get away alive."

§13: A i 41-42, B i 4-7

A: (41) awīlum ša i[-na bītim ša muš]kēnim i-na bītim i-na mu-uš-la-lim

B: (4) [awīlum š]a i-na bītim ša muškēnim i-na bītim i-na mu-uš-la-lim

A: (42) [iš-ša-ba]-t[u 10 šiqil kaspam išaqqal š]a i-na mu-ši-im

B: (5) iš-ša-ab-ba-tu 10 šiqil kaspam išaqqal^a (6) ša i-na mu-ši-im

A: [.]

B: i-na bītim iš-ša-ab-ba-tu (7) i-ma-a-at ú-ul i-ba-al-lu-uṭ

a: i-lal-e

"A man who is caught in the house (on the premises) of a muškēnum, inside the building, at high noon shall pay 10 shekels of silver. He who is caught inside the building at night shall die, he shall not get away alive."

Philological Remarks:

The term muškēnum -- Sum. mašda, written in the LE consistently maš.kak.en and not maš.en.kak as in the CH -- has often been discussed.¹ Grammatically it is the participle of šukēnum the meaning of which is "greet somebody by placing the hand before the mouth (in the gesture of adoration)".² The participle denotes the man who is obliged to employ this form of greeting which is accorded to those superior in rank. It therefore comes to mean: "a person of inferior rank". This accounts for the curiously ambiguous usage of the term which can be observed in the CH. There the muškēnum is sometimes a member of a social class set apart from the "freeman" (mār awīlim, awīlum) as well as from the "slave" (wardum); sometimes it also denotes all citizens in their relationship to the palace³ or the temple.⁴ In other words, the term has a relative meaning which for its clarification needs a specific point of reference. From the point of

1 Cf. most recently the summary presented by A. van Praag, *Droit matrimonial assyro-babylonien* (1945) 51ff.; Driver-Miles, *Bab. Laws I* (1952) 90ff.; A. Falkenstein, *ZA NF 17* (1955) 202.

2 For other forms of the verb see A. Heidel, *The System of the Quadrilateral Verb in Akkadian* (1940) 37ff. I do not think that šukēnum means "prostrate oneself" as assumed there; it rather denotes the proskynesis. This gestus is that of the Old Babylonian bronze statuette from Larsa now in the Louvre and depicted, e. g., A. Parrot, *Archéologie mésopotamienne I* pl. 11; Ch. Zervos, *L'art de la Mésopotamie* (Ed. "Cahiers d'art" 1935) p. 272; H. Frankfort, *The Art and Architecture of the Ancient Orient* (1954) pl. 64. Cf. R. Dussaud, *Les religions des Hittites ...* (Mana 1, 1945) 383 and fn. 1.

3 In the LE cf. §§34 and 50. See below. In the Mari letters the muškēnum appears often together with the palace (*ARM II* 61 25; 80 10; V 86 rev. 2).

4 CH §8. See already Landsberger apud Eilers, *Die Gesetzesstele Chammurabis* 79 (s.v. "Stände").

view of the freeman (mār awīlim) only a citizen of lower standing is "inferior"; from the point of view of the palace and the temple the mār awīlim as well as the muškēnum (in the narrower sense of the term) is "inferior"; and finally, whenever the king himself speaks, everybody is a wardum. In the main, the laws are phrased from the point of view of the "freeman".

Both sections use muṣlalum in opposition to mūšum "night". The more precise meaning of muṣlalum (from ṣalālum "lie down") is "midday (siesta)"⁵ as can best be seen from YBT X 46 i 15ff. where the six parts of the twenty-four hour day are enumerated in the following sequence:⁶

<u>šiḫiṭ</u>	<u>šamšim</u>	lit. "onslaught of the sun"
<u>muṣlalum</u>		"midday (siesta)"
<u>kinsikkum</u>		"afternoon"
<u>bararum</u>		"first watch (of the night)"
<u>qablītum</u>		"middle watch (of the night)"
<u>šat</u>	<u>urrim</u>	"morning watch (of the night)".

But muṣlalum is also opposed to the coolness of the morning (še-er-tu = ka-ša-tú) and then refers to the hottest part of the day; see LTBA II 1 xi 124ff.

With respect to kurul(l)um the LE allow us to posit the proportion

$$\text{eqlum: } \text{kurul(l)um} = \text{bītum: } \text{bītum}$$

in which bītum is obviously used in two different senses, the first probably wider than the second: "house = premises" and "house = building". This throws some light on the other pair, eqlum "field" and kurullum. Since the editio

5 See also San Nicolò, *Studia et Doc. Historiae et Juris* 16 (1950) 441.

6 Cf. Landsberger, *AfO* 3 165; Langdon, *Babylonian Menologies* 154f.

princeps additional occurrences of kurullum have been adduced⁷ and thereby the interpretation of §12 advanced. However, this new evidence does not suffice as yet for a final solution of the lexicographical problem. It shows that kurullum may be used as a synonym to liwītu, pariktu "limitation, border,"⁸ that it may be preceded by the determinative gi "reed"⁹ and that it is employed in parallelism with wooden objects¹⁰ and with ropes made from plant fibres.¹¹ It thus may also have had the meaning "wicker-work, fence". To judge by its structure the word is hardly Semitic; the combination of r and l, not found in Semitic "roots," militates against such an assumption. The word is in all probability a loanword from Sumerian, even though it is not contained in any present-day Sumerian dictionary.

Commentary:

The offence with which the sections deal is trespass and unlawful entry. In §12 a field, in §13 a house has been entered, in both cases that of a muškēnum. The punishment in §13 is the same as that in §12; and in both cases it varies with the time at which entry was made. If it had been made at night, the LE take a very serious view, the punishment being death. Obviously the assumption is made that entry by night implies the intention of theft.

It is rather surprising that the LE speak exclusively of the field and house of a muškēnum, not of that of another (free)man. It almost seems as though — at least in Eshnunna — everyone holding a house or a field had received it

7 von Soden, Arch. Or. XVII/2 369; Miles-Gurney, ibid. 182f.

8 VAT 11516; see Delitzsch SGL 288 s.v. še-ir-tab-ba.

9 Ideogram karadin; see Delitzsch, l.c. 115, 279.

10 YBT II 20 13; cf. PBS VII 80 10.

from the palace or temple and thus was, with respect to them, a muškēnum.

Unlawful entry is also mentioned in the Hittite Code. There we read in §93: "If they seize a free man tapešni¹² before he has entered the house, he shall give 12 shekels of silver." This is only attempted entry. There follow two sections which deal with theft in a house committed by a free man (§94) or by a slave (§95). Even then the punishment is surprisingly mild. There is nothing, in the Hittite law, of the severe attitude taken by the LE, and nothing either of the distinction between entry during daytime or at night.

The distinction made between entry by day and entry by night recalls the law in Ex. 22:2f. "If a thief be found breaking in, and be smitten that he die, there shall no blood be shed for him. If the sun be risen upon him, there shall be blood shed for him." In other words, unlawful entry by night places him who enters outside the rules governing manslaughter.

11 MKT p. 45 l. 2 (see RA 32 17).

12 Dat.-loc. of an abstract tapešsar which recurs only once (HC §122) in an indecisive context. It may conceivably mean "in(side) the enclosure."

Business Transactions (§§14-21).

Carriage of Money (§14).

§14: B 1 8-9

idi aw.x x x 5 šiqil kaspam li-bīl-ma 1 šiqlum idi-šu^a (9) 10
šiqil kaspam li-bi-il-ma 2 šiqlān idi-šu^a
 a: á-bi

"The fee of a ... — should he bring 5 shekels of silver, the fee for it is 1 shekel of silver; should he bring 10 shekels of silver, the fee for it is 2 shekels of silver."

Philological Remarks:

The construction of the protasis in §14 with the precative libil-ma is noteworthy; the same construction recurs in §17 (libil-ma) and in §27 (lišib-ma). It is reminiscent of the Sumerian construction of similar clauses with forms containing the prefix u which otherwise introduces wishes; see A. Poebel, *Grundzüge der sumerischen Grammatik* §426.

The decisive word¹ denoting the profession with which §14 deals remains unfortunately undeciphered. It is clear, however, that the man in question, whatever his profession may be, is concerned with "bringing" (ubil, pret. of babālum, root wbl) of silver, i.e. money, presumably from one place to another. His fee is fixed at 20 per cent. The use made of the verb babālum invites comparison with CH §112 where a merchant who is on a journey hands over merchandise — called thereafter šēbultum "consignment" — to a man so that he may carry it to a specified place (ušābil-šu). The quoted paragraph of the CH is not concerned with the mechanics of this type of business; it deals only with the situation created when the consignment does not reach its destination. It does not assign a name to a man so engaged. But one might at least ask whether it may have been babbilum. It seems worth recording that babālum is the theme verb in

1 The undeciphered complex is certainly not šamallūm (de Liagre Böhl, JEOL 11 94). The traces seem not to fit nigir.ki (assumed as possible by von Soden, Arch. Or. XVII/2 369) or tūg which was also proposed. The sign in question might conceivably be īla "carry".

such Old Assyrian deeds as deal with the transfer of money.²

Incapacity to Contract (§§15-16).

§15: B i 10-11

i-na qa-ti wardim^a ù amtim tamkarrum^b ù sa-bi-tum (11) kaspam
še-a-am šipātīm šamnam^c a-di ma-di-im ú-ul i-ma-ha-ar
 a: sag.īr. b: dam.gār. c: i.giš.

"From the hand of a slave or a slave girl the tamkarrum and the sabītum will not receive silver, barley, wool (or) oil for speculation."

§16: A ii 1, B i 12

A: mār awīlim la zi-zu [.]
 B: mār awīlim la zi-zu ù wardum^a ú-ul iq-qí-a-ap
 a: sag.īr.

"To a coparcener or a slave a loan requiring security shall not be furnished."

Philological Remarks:

The terms tamkarrum and sabītum occurring in §15 have been left untranslated on purpose. The customary renderings "merchant" and "ale-wife, tavern keeper" are unsatisfactory and serve to conceal rather than to explain the occupation of the persons concerned.

The sabītum — to take her first — holds a monopoly in the trade with liquor (see below §41), but, to judge from our passage, she seems to have also engaged in deals concerned with the basic commodities in the fashion of a small broker. Indeed, a tavern would be a logical place for the execution of such business.

The tamkarrum is more of a "banker" than of a "merchant." Originally he was an official, and remnants of this position carry over into the Old Babylonian period. There may still have persisted some business deals which only he was permitted to execute. It seems obvious that the present section of the LE is concerned with speculation.

The expression adī mādim mahārum which in the LE characterizes the activities of the tamkarrum and the sabītum agrees well with their role in the economic life of Babylonia. To judge from the sections devoted to the tamkarrum in the CH³ it is certainly his endeavor to multiply the funds which he controls by profitable transactions. I take mādim to be the genitive of the adjective "much." I therefore feel justified to understand adī mādim mahārum as "accept money (or its equivalent) at the multiple (of its value)" i.e. for speculating on a rise. The expression adī mādim should be compared with adī šinē-šū "at twice its (worth)" etc.⁴

The verb zāzum "to divide, partition" is well known; in particular it is used of dividing an inheritance among several heirs. The adjective zīzum means "divided," and lā zīzum "undivided" can qualify a piece of real estate which after its owner's death has not yet been assigned to a specific heir but is the

2 Cf. LIH 56 15, 17; TCL XVII 16 12; PBS VIII 242 5; JRL 885 17. Compare also Old Assyrian deeds dealing with carriage of money (Eisser-Lewy, Die altassyrischen Rechtsurkunden vom Kültepe 1 121ff.).

3 §§ "90" - 107. It is noteworthy that, in the CH, the immediately following sections (§§108-110) deal with the sabītum.

4 Von Soden's explanation (Arch. Or. 17/2 369) adī mādim "bis zum Vielwerden" i.e. "in grösserer Menge" is unacceptable. In the first place I would expect ma-a-di-im and, secondly, a legal rule must be precise. It seems clear to me that the adī mādim qualifies the activities of the tamkarrum and the sabītum.

common property of all heirs.⁵ The adjective can also qualify the heir and then means "he whose share (of the inheritance) has not yet been partitioned off."⁶ The corresponding sentences are eqlum zīz "the field is partitioned" in the former case and awīlum eqlam zīz "a man has a field allotted to him (in the partition)." Thus mār awīlim lā zīzum can mean "a free man to whom a specific share in his father's estate has not yet been assigned," in other words "a coparcener."

The verb iqqīap is present N of qāpum. This denotes "entrust" and technically refers to a transaction in which the capitalist is assured of his profit because the interest he can expect is added to the capital actually loaned at the time when the loan is made.⁷ Our law suggests that such loans involved security consisting of real estate or other values.

Commentary:

The §14 deals, as was just said, with the carriage of money.

The §15 shows that speculation is impossible without the intermediation of the tamkarrum or the sabītum. It is prohibited for slaves. This is quite logical. Slaves are on principle the property of their masters; it should therefore be clear that -- whatever property they may manage to acquire -- they will have no full power of disposition over it. The fact that the regulation is made seems to indicate that the principle had to some extent become obsolete and that increasing difficulties were encountered in upholding it.

5 i-na egle la zi-e-zi KAV 2 ii 27, 39 (Middle Assyrian).

6 Cf. aḥhū la(-a) zi-zu-ú-te KAV 2 ii 15, 22f. (Middle Assyrian).

7 Cf. Emin Bilgiç, Ankara Üniversitesi, Dil ve Tarih-Coğrafya Fakültesi Dergisi 5 (1947) 437ff., 451f.

The social position of slaves also accounts for the second part of §16. Since slaves do not own property in their own right, they cannot furnish it as security when borrowing money.

With regard to the first part of §16 it should be remarked that a co-parcener cannot pledge his share in an inheritance as security because up to the moment when the division of the estate becomes effective he has no individual property in the land of which he owns any share only jointly with his co-heirs.

Bride-money (§§17-18).

§17: A ii 2-4, B i 13-15

A: (2) mār awīlim a-na bīt e[-mi-im]

B: (13) mār awīlim a-na bīt e-mi-im ter-ḥa-tam li-bi-il-ma

A: (3) šum-ma i-na ki-la-al-li-in i[š-te-en]

B: (14) šum-ma i-na ki-la-al-li-in iš-te-en

A: (4) a-na ši-im-tim it-ta-la-ak

B: a-na ši-im-tim (15) it-ta-la-ak kaspum a-na be-lí-šu-ma i-ta-a-ar

"Should the son of a man bring bride-money to the house of (his) father-in-law -- if one of the two deceases, the silver shall revert to its owner."

§18: A ii 4-5, B i 16-18

A:

B: (16) šum-ma i-ḥu-ús-si-ma a-na bīti-šu i-ru-ub

A:

B: (17) ù(?) a-aḥ-ḥa-ru-um(?)^a kal-la-tum a-na ši-im-tim it-ta-la-ak

A: ma-la ub-[lu] (5) ú-ul ú-še-eš-še wa-tar-šu-ma i-le-qé

B: (18) ma-la ub-lu ú-ul ú-še-še wa-tar-šu-ma i-le-eq-qé

a: over erasure.

"If he takes her and she enters his house, but soon afterward the young woman deceases, he will get refunded nothing of that which he had brought (to his father-in-law), but will keep (what is in) excess of it."

Philological Remarks:

If it were not for B the text would remain incomprehensible. The scribe of A skipped from the it-ta-la-ak of §17 to the same word in §18, a clear case of homoioteleuton.

In B, the first third of line i 17, the only witness for the restitution of the text, is written over an erasure and therefore hard to read.⁸ With a slight modification of the reading proposed in the editio princeps I now propose to read in that spot ú a-aḫ-ḫa-ru-um. I believe this to be a dialectic variant of warkānum(ma) "afterward" which is found before ana šīmtim ittalak, e. g., CH XIIIr 83.⁹

On the terḫatum, from the point of family laws, see below §§25ff. For our present purpose, it may suffice to state that the acceptance of the terḫatum on the part of the father-in-law constitutes a promise to give his daughter sometime in the future as a wife to the man who delivers the terḫatum. According to §17 the young man remains the "owner" of the terḫatum until the girl is handed over.

⁸ Von Soden's interpretation of a-aḫ-ḫa-ru-ú as a stative (accepted, e. g., by de Liagre Böhl, *Jaarbericht EOL II* p. 100; Szlechter, *Les Lois d'Ešnunna* 19) seems to me grammatically objectionable and unsatisfactory from the point of view of sense.

With respect to watrum, San Nicolò (Orient. NS 18 (1944) 259; Studia et Doc. Hist. et Juris 16 (1950) 442) is right in insisting that the term does not denote the increase by interest as was assumed in the editio princeps, but means "excess, surplus." He correctly adduces CH §§163f. (see presently) and concludes that bride-money (terhatum) and dowry (šeriktum) are equalized. In fact, watrum is an amount which is in excess of (elī, e. g., TCL VII 23 10) another one, i.e. it implies a subtraction as indicated in CH §164 by the verb harāṣum; in the same way we find, particularly in mathematical texts, the phrase watārum elī x "exceed x".

San Nicolò's translation is, according to a private communication to Sir John Miles (see. Arch. Or. XVII/2 177 fn. 5) as follows: "he (the father-in-law) shall get back not what she brought in, but (only) his surplus." This seems to me objectionable from the grammatical point of view, as it was to Sir John. I have no doubt that the ma-la ub-lu refers back to the ter-ḥa-tam li-bi-il-ma of §17, i.e. that the subject is the bridegroom, and that he continues to be subject throughout.

The relative clause mala ublu "whatever he brought," then, stands for terhatam "the bride-money" and it is stated that "he (i.e. the bridegroom) will not get back" the terhatum he had brought (to his father-in-law). The Š form šūṣum means literally "cause to go out," namely from the house of the father-in-law; I do not see any difficulty in such usage. Instead of getting back the bride-money wa-tar-šu-ma i-le(-eq)-qé "he will take (or keep) its excess," namely the excess (in his hand) of the šeriktum ("dowry") over the terhatum.

9 For the relationship between warki and aḥar compare the remarks of Landsberger, AfO 4 164f.

This interpretation is suggested by a comparison of this section of the LE with CH §§163, 164:

LE §18	CH §163	CH §164
<u>šumma</u> <u>iḥus-sī-ma</u> <u>ana</u>	<u>šumma</u> <u>awīlum</u> <u>aššatam</u>	
<u>bīti-šū</u> <u>irub</u>	<u>iḥuz-ma</u>	
	<u>mārī</u> ^{meš} <u>lā</u> <u>ušaršī-šū</u>	
<u>ù</u> <u>aḥḥarum</u> <u>kallatum</u> <u>ana</u>	<u>sinništum</u> <u>šī</u> <u>ana</u> <u>šimtim</u>	
<u>šimtim</u> <u>ittalak</u>	<u>ittalak</u>	
<u>malā</u> <u>ublu</u>	<u>šumma</u> <u>terḫatam</u> <u>ša</u> <u>awīlum</u>	<u>šumma</u> <u>emū-šū</u> <u>terḫa-</u>
	<u>šū</u> <u>ana</u> <u>bīt</u> <u>emī-šū</u> <u>ublu</u>	<u>tam</u>
<u>ul</u> <u>ušeṣṣē</u>	<u>emū-šū</u> <u>uttēr-šum</u>	<u>la</u> <u>uttēr-šum</u>
<u>watar-šū-ma</u> <u>ileqqē</u>	<u>ana</u> <u>šerikti</u> <u>sinništum</u>	<u>ina</u> <u>šerikti-šā</u> <u>malā</u>
	<u>šuati</u>	<u>terḫati-šā</u>
		<u>iḥarraṣ-ma</u>
	<u>muzā</u> <u>ul</u> <u>iraggum</u>	<u>šerikta-šā</u> <u>ana</u> <u>bīt</u>
		<u>abī-šā</u> <u>utār</u>

As CH §164 indicates, the šeriktum "dowry" is larger than the terḫatum "bride-money."¹⁰

Commentary:

The subject of §§17 and 18 is the disposal of the terḫatum in case the marriage is not consummated or prematurely terminated, i.e. before producing offspring. It seems that the concept behind the regulation is the obligation

¹⁰ With San Nicolò and with von Soden (Arch. Or. XVII/2 370) the following lines represent a different law.

undertaken by the father-in-law upon receipt of the bride-money to deliver in due time to the young man a wife who is able to bear him children.

Apparently the bride-money is given long before the actual marriage is possible. In case the girl dies before she reaches marriageable age the terhatum no doubt reverts to the bridegroom. Should he die himself, it in all probability goes to his estate. When the legislator said "to its owner" he probably intended to cover just this contingency; otherwise he might have chosen more specific expressions like "to the bridegroom" or "to him who had brought it."

It is assumed here that in §17 the two persons to which the pronoun "both" refers are the young couple. It seems less likely that the two parties to the marriage contract are meant, i.e. the young man and his father-in-law. It might be conceivable that death of the father-in-law invalidated the promise which he had given so that the marriage project became unrealizable or had to be renegotiated with the new head of the family. But such an interpretation is not probable.

§18 deals with the situation which arises when the marriage, although consummated, is only of short duration and terminated before its purpose, the production of an heir, is achieved. The CH (§§163, 164, see above) shows that under the law of Babylon in such a case the terhatum reverts to the husband while the šeriktum must be returned to the father-in-law. In case the terhatum is not paid back, the husband has the right to deduct the amount of his terhatum before returning the rest of the šeriktum to his father-in-law. If the above interpretation is correct,¹¹ the ruling of the LE is different; there is no equalization of claims and nothing is returned to the father-in-law. But --

and this is noteworthy -- the use of the term watrum seems to indicate that once in the past equalization had taken place but had consciously been abandoned.

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- 11 J. Klíma, Iura 4 (1953) 194 speaks, apparently influenced by the CH, of a refund to the father-in-law. This, in my opinion, cannot be interpreted into the text of the section which does not mention the father-in-law at all.

Loans (§§18A-21).

§18A:¹² A ii 6-7, B i 19-20

A: (6) 1 šiqlum šadištam^a ù 6 uttēti šibtam ú-ša-ab

B: (19) 1 šiqlum^{um} šadištam^a ù 6 uttēti šibtam ú-ša-ab

A: (7) 1 kurrum 1 (pan) 4 sāt šibtam ú-ša-ab

B: (20) [1] kurrum^{um} 1 (pan) 4 sāt še'am šibtam ú-ša-ab

a: igi.6.gál.

"Per 1 shekel (of silver) he will add one sixth of a shekel and 6 grains as interest; per 1 kor (of barley) he will add 1 (pan) and 4 seah of barley as interest."

§19: A ii 8-9, B i 21-22

A: (8) awīlum ša a-na me[-eḫ-ri-šu] i-na-ad-di-nu

B: (21) [awīlum ša] a-na me-eḫ-ri-šu i-na-ad-di-nu

12 See fn. 10. This number has been assigned so as not to disturb the numbering adopted in the editio princeps.

A: (9) i-na maškanim^{n[im]}a ú-ša-ad-da-an

B: (22) [i-na maš]kanim^{nim}a ú-ša-ad-da-an

a: maš-kán-nim.

"A man who lends out (valuta) in terms of his retake shall be made to pay (his debt) on the threshing floor."

§20: A ii 10-13.

(10) šum-ma awīlum ka[spam?] a-na qa?-aq-qa?-di?-ma (11) id-di-in-ma še-a-am a-na kaspim i-te-wi-š[um] (12) i-na e-bu-ri še-a-am ù
šibat-sū^a 1 kurrum 1 (pan) 4 s[at] (13) i-le-eq-qé.

a: máš-bi.

"If a man lends out money to the amount recorded, but has the corresponding amount of barley set down to his credit, he shall at harvest time obtain the barley and its interest, (namely) 1 (pan) (and) 4 seah per 1 kor."

§21: A II 13-15.

šum-ma awīlum kaspam a-na pa-ni-šu (14) id-di-in kaspam ù šibat-sū^a 1 šiqlum šadištam ù [6 utṭēti] (15) i-le-eq-qé

a: máš-bi.

"If a man lends out money in terms of its initial (amount), he shall obtain the silver and its interest, (namely) one sixth (of a shekel) and 6 grain per 1 shekel."

Philological Remarks:

The difficulty of the interpretation rests on the terms ana meḥri-šu (§19), ana qaqqadi-ma (§20) (reading not entirely certain), and ana panī-šu (§21). It is quite obvious that these terms refer to different types of loans.

It is also immediately apparent that the subject of §21 where money is received and money paid back is a straight money deal. The interest accruing is the one stipulated in §18A for money loans (see presently).

In §20 interest accrues at the rate legal with barley (according to §18A), but the loan is actually made in silver. It follows that the middle sentence of the section must state that the loan, though made in silver, was recorded in terms of barley, and thus must be repaid in barley.

In §19 no interest at all is mentioned, the valuta not being defined. The conclusion must be drawn that the interest is from the outset added to the amount owed, be it money or barley.¹³ In this case the time of repayment is naturally the earliest possible, namely as soon as the new harvest becomes available on the threshing floor.¹⁴

The terms mentioned must be interpreted accordingly.

The basic meaning of mehrum is "equal." In the LE it occurs below in §35 in the sense of a person/thing equal in value (to someone/something else).¹⁵ With the added pronominal suffix -šū it then means "a person/thing like him/it" — thus, e.g., CH §200; mehrum may thus become a term for "duplicate"¹⁶ or "reply."¹⁷ The ana mehri-šū of our §19 can be understood as meaning "in

13 According to Emin Bilgiç, Ankara Üniversitesi, Dil ve Tarih-Coğrafya Fakültesi Dergisi V/4 (1947) 433ff., 451f., this type of loan is called hubuttatum or qiptum in Babylonia.

14 For maškanum see Goetze, AJSL 52 (1936) 143ff.

15 YBT X 24 1; Gilg. P V 21; see also F. Sommer, Ahhijavā-Urkunden 101.

16 ana ittišu 6 IV 37; also, e.g., CT XIX 39 17.

17 Frequent in letters; see, e.g., A. Ungnad, Bab. Briefe; the same, Altbabylonische Briefe; P. Kraus, Altbabylonische Briefe; glossaries s.v.

(terms of) its equivalent," i.e. recording in the deed not the amount actually lent, but the amount to be repaid.

The ana panī-šū of §21 is its opposite: "in (terms of) its first, initial (amount)." In this case the actually lent amount is recorded.

The remaining §20 treats a mixed deal. The capitalist lends money but has its value expressed in barley:¹⁸ "he has equated for him(self) barley to the silver."¹⁹ He apparently speculates on the rise in the price of the barley and may also wish to take advantage of the higher interest rate which the law provides (§18A) for barley loans.

Commentary:

The rate of interest set by §18A is 1/6 shekel + 6 grains, or 36 grains, of silver on the shekel of 180 grains, i.e. 20 per cent, and 1 pan + 4 seah, or 100 qa, of barley on the kor of 300 qa, i.e. 33 1/3 per cent. These are certainly yearly rates. They are also indicated by the calculations contained in the mathematical text YBC 4698 I 4ff.²⁰

The same interest rate recurs in CH §"88" when properly restored.²¹

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- 18 The money lent is his (i.e. the capitalist's) qaggadum, literally "head." According to Emin Bilgiç, l.c. 425f., 450, its connotation is "der Reinbetrag, der als Schuld aufgenommen ist." This looks at it from the point of view of the debtor. The creditor -- and should we not rather apply his point of view? -- would define it as "the initial amount lent before interest accrues."
- 19 This presupposes the phrase še'am ana kaspim ewī "he has barley equal to the silver" for which -- I must admit -- an occurrence cannot be quoted at present.
- 20 O. Neugebauer, MKT III 42ff.
- 21 i. e. PBS V 93 i 5ff.; see most recently W. F. Leemans, Rev. Internat. des Droits de l'Antiquité 5 (1950) 7-34.

The sections of the CH dealing with loans (§§"87") are not well enough preserved to help in the interpretation of the LE.

§§14-21 have implicitly been explained above when discussing the terminology.

Unlawful Distress (§§22-24).

§22: A ii 15-18

šum-ma awīlum e-li awīlim mi-im-ma (16) la i-šu-ú-ma amat
awīlim it-te-pé be-el amtim ni-iš ilim i-[za-ka]r (17) mi-im-ma e-li-ia
la ti-šu-ú kaspam (18) ma-la tahhi amtim^{tim} išaggal^a
 a: i-lal-e.

"If a man has no claim against a(nother) man, but (nevertheless) distrains the (other) man's slave-girl, the owner of the slave-girl shall declare under oath: 'Thou hast no claim against me' and he (i.e. the distrainer) shall pay silver in full compensation for the slave-girl."

§23: A ii 19-21

šum-ma awīlum e-li awīlim mi-im-ma la i-šu-ma (20) amat awīlim
it-te-pé ni-pu-tam i-na bīti-šu ik-la-ma (21) uš-ta-mi-it 2 amātim a-na
be-el amtim i-ri-ab

"If a man has no claim against a(nother) man, but (nevertheless) distrains the (other) man's slave-girl, detains the female seized in a distress in his house and causes (her) death, he shall give two slave-girls to the owner of the slave-girl as a replacement."

§24: A ii 22-25

šum-ma mi-im-ma e-li-šu la i-šu-ma (23) ašsat muškēnim mār muš-
kēnim it-te-pé (24) ni-pu-tam i-na bīti-šu ik-la-a-ma uš-ta-mi-it di-in
na-pí-iš-tim (25) ne-pu-ú ša ip-pu-ú i-ma-a-at

"If he has no claim against him, but (nevertheless) distrains the wife of a muškēnum (or) the child of a muškēnum, detains the female seized in a distress in his house and causes (her) death, it is a capital offence. The distrainer who distrained shall die."

Philological Remarks:

The catch-word of the three sections is nepūm "distrain." The word is surprisingly rare in Old Babylonian contracts, although it does occur in the CH (§§114-116, 241); however, there are ample occurrences in the letters.

Distress is a seizure of another's property as an involuntary pledge, its purpose being the enforcement of the performance of something due from the party distrained.¹ In Babylonian law persons as well as personal property could be distrained.

The legal claim which underlies distress is given in the LE in a general form: "the creditor has something (mimma) good over against the debtor." The CH (§§114, 115) is more specific and replaces the pronoun by "grain and silver," i.e. the most common valutas. The letters provide illustrations.² In some cases

1 Cf. Driver and Miles, *Symbolae Koschaker* 65 fn. 1; Bab. Laws 1 208ff.

2 silver: UET V 9, 68; barley and silver: VS VII 191; barley: CT XXIX 23; PBS VII 47, 106; silver: TCL I 15. Other goods: YBT II 26 (wool etc.); CT XXXIII 40 (leather objects); PBS VII 79 (bricks).

distress is resorted to in order to insure the payment of taxes due on fields,³ or the furnishing of labor to the authorities.⁴ A regular procedure exists by which the debtor is compelled to furnish a 'distrainee' (nipūtum babālum),⁵ and also for the eventual release of the 'distrainee'.⁶ The order for seizure of the 'distrainee,' in the one case where its origin is indicated,⁷ is issued by the šāpir mātīm, and in another case executed by the rēdūtum, "the sheriff and his men."⁸ In a third case the rabiānum is involved.⁹ Various expressions are used for procuring a 'distrainee': leqūm "take, procure,"¹⁰ šukšudum "make appear,"¹¹ šūrūm "lead (to the creditor?),"¹² šūrubum "make enter (the creditor's house?),"¹³ ana nurparim šūrubum "take into custody,"¹⁴ ana šibit-tim šūrubum "take to jail."¹⁵

3 CT IV 28; JRL 889; OE III 46.

4 JRL 885; PBS VII 86.

5 CT VIII 17c. For the sake of simplicity I have allowed myself the formation 'distrainee' for nipūtum (pl. nipātum), although such a word is not customary in English.

6 See especially PBS I/2 9; PBS VII 106.

7 JRL 885.

8 CT VIII 17c.

9 PBS VII 46.

10 CT IV 28.

11 BIN VII 24.

12 JRL 893.

13 TCL I 15; UET V 6. The opposite is šūšūm UET V 9.

14 CT VI 32c.

15 Kish D 39.

The place where the 'distrainee' is kept (kaliat,¹⁶ napiat¹⁷) is either the house of the creditor or a house of detention maintained by the authorities; in the available material the reasons for the choice remain obscure. The detention is apparently not meant to last very long. The owner is notified and asked to bring about his or her release "speedily."¹⁸ In such connections five days are spoken about,¹⁹ the five months which once occur²⁰ are considered as an outrageously long period.

The law apparently prohibits seizure of persons who are not the debtor's full property²¹ or who for other reasons are "unapproachable";²² furthermore also of persons whose services are vital to the debtor's household.²³ The seizure of an ox seems to be illegal according to CH §241. Wherever ascertainable the person seized in distress is a woman, in most cases a slave-girl (amtum),²⁴ sometimes the debtor's wife or his daughter;²⁵ the CH (§116) also mentions in

16 PBS VII 79; VS VII 191.

17 YBT II 104.

18 Kish D 39.

19 CT XXIX 23; TCL I 15.

20 PBS VIII 106.

21 "written to the head of the field": VS XVI 41.

22 lā teḥēm OE III 46; cf. BIN VII 14, 20.

23 CT XXIX 23 contains a complaint about a "girl" (ṣuḫārtum) who has been seized although she guards the house and grinds the flour.

24 CT XXXIII 40; JRL 889; VS XVI 55.

25 VS VI 41; JRL 893; wife and daughter: UET V 9, 68.

this connection the "son" (mārum) and the "slave" (wardum) of the debtor, presumably in both cases boys. In this connection the fact should be noted that the term employed, nipūtum -- itself a feminine noun -- is often preceded by the determinative for woman;²⁶ sometimes the noun is replaced by the nominalized feminine adjective nipītum.²⁷

Upon payment of the debt (apālum²⁸) or the delivery of the owed merchandise (babālum²⁹) or generally whenever the creditor declares that his "heart is satisfied" (libbum ṭāb³⁰), the distrainor "releases" the person he held (wuššurum³¹), "returns" (turru³²) or "sends" him or her home (ṭarādum³³). Expressions used for the debtor's action are "make (the person involved) leave" (šūṣū³⁴) or "take (her) back" (tabālum³⁵).

26 CT IV 28; PBS I/2 9; PBS VII 106, 125.

27 VS XVI 172, 178.

28 BIN VII 223; CT XXIX 23; Leiden 1006.

29 CT XXXIII 40; PBS VII 106.

30 PBS VII 47; YBT II 26.

31 BIN VII 14, 24 223; CT XXIX 23; Holma 6; Kish B 434; PBS I/2 9; TCL XVIII 101; VS VII 191; VS IX 141; VS XVI 200; YBT II 26.

32 BIN VII 20.

33 PBS VII 106; VS XVI 178.

34 CT VI 32c; Kish D 39.

35 CT XXXIII 40.

Whenever a third party guarantees a debt, the guarantor can be called upon to fulfill the debtor's obligations. If he cannot pay or is unwilling to do so, he can himself be distrained and thereby the payment of the debt be enforced.³⁶

The noun tahhum³⁷ (§22) requires some comment. It recurs in §53 where the expression tahhi alvim mītim "tahhum of the dead ox" is used in parallelism with, and contradistinction to, šim alvim baltim "šim of the live ox." In that passage the relationship between šim and tahhum becomes clear; šim is "price", i.e. the amount actually paid for some specific good, tahhum, on the other hand, is "value," i.e. the abstract amount which one might realize for some specific good or some specific service.³⁸

Akkadian tahhum is of course a loanword from Sumerian. As a verb Sumerian daḥ is rendered by Akkadian waṣābum which we customarily translate by "add." This is generally correct (cf. T. Jacobsen, OIC 13 59), but originally not wide enough. E.g., daḥ is also found in parallelism with dùg "speak" (Falkenstein, ZA NF 10 11ff.), much in the same way as in Ugaritic rgm and tny "say" and "also say" form a pair. The idea which originally underlies daḥ is not so much that of adding something over and above an initial amount as letting the initial object have something that corresponds to it, an equivalent, a substitute (cf. Ungnad, ZA 31 56f.).

§22 offers a good example for the assertory oath, in this case a negative one. Grammatically it contains a subjunctive with lā; the same construction is

36 JRL 893; TCL I 15; VS XVI 172.

37 Von Soden (Arch. Or. 17/2 370) wants to replace tahhum by idum, a view which is accepted by de Liagre Böhl (JEOL 11 100 fn. 23); this is unjustified.

38 On mahīrum, often rendered by "price," see below, p. 112.

also found in §37 (lā ēpušū). The positive counterpart exhibits lū with the indicative; an example is offered by §37 (lū ḥalqū, pl.).³⁹

Commentary:

The LE deal only with unlawful distress; in all three sections the explicit statement is included that the distrainer had no legal claim against the "distrainee's" owner. In this respect the corresponding sections of the CH (§§114-116) differ. There, in §115, the distrainer is absolved of responsibility for the 'distrainee's' death, provided the distress was lawful and the death due to natural causes. The distrainer bears such responsibility only when maltreatment was the cause of the 'distrainee's' death (§116).

The LE provide in §22 that for a slave girl who was unlawfully distrained "silver in full compensation (tahhum) for the slave girl" is to be paid. Nothing is said about the fate of the slave girl. No doubt she is returned to her lawful master; it would be hard to understand if the master were to receive merely the value of the distrained slave girl and not the girl herself. In other words, the sum mentioned is the punishment for the unlawful distress and a compensation for the inconvenience the lawful master of the girl has suffered.

In the CH the same case is dealt with in §114. Instead of "full compensation" a fixed sum -- 1/3 of a mina of silver -- is given there. It probably constitutes what the legislator considered as the average value of a slave; compare for this CH §§116 and 214.

In Eshnunna the injured party proves the unlawfulness of the distress by an assertory oath. It is surprising that an oath is immediately resorted to.

39 See B. Landsberger, OLZ 1924 725 fn. 3; W. von Soden, Grundriss der akk. Gramm. §185.

This should have been necessary only in cases where tablets substantiating the claim could not be produced, or, if produced, were challenged as spurious. One is led to assume that unlawfulness in the sense of the legislator implies the non-existence of valid documents.

The §23 of the LE introduces a new element in as much as the person seized in a distress, while unlawfully detained in the house of the distrainer, meets her death. In this case the owner of the distrained slave girl receives from the distrainer two slave girls as replacement. If the person who died was a free woman or the child of a muškēnum (§24), causing their death is treated as homicide and the distrainer suffers the death penalty.

Engagement and Marriage (§§25-28).

§25: A ii 26-28

šum-ma awīlum a-na bīt e-mi is-si-ma e-mu-šu (27) ik-ši-su-ma
māra(t)-su a-na [ša-ni-im^a i]t-ta-di-in (28) a-bi ma-ar-tim ter-ḫa-at
im-ḫu-ru ta-aš-na ú-ta-ar.

a: Or should eb-ri-im be restored?; cf. commentary below.

"If a man offers to serve in the house of (his) father-in-law and his father-in-law takes him in bondage but (nevertheless) gives his daughter to [another man], then the father of the girl shall refund the bride-money which he received twofold."

§26: A ii 29-31

šum-ma awīlum a-na mārat awīlim ter-ḫa-tam ú-bil-ma (30) ša-

nu-ú ba-lum ša-al a-bi-ša ù um-mi-ša im-šu-uh-ši-ma it-ta-qa-ab-ši (31)
di-in na[-pí-i]š-[ti]m^a-ma i-ma-at.

a: The sign seems to be -tum.

"If a man gives bride-money for a(nother) man's daughter, but a second man seizes her forcibly without asking the permission of her father and her mother and deflowers her, it is a capital offence and he shall die."

§27: A ii 31-34

šum-ma awīlum mārat awīlim ba-lum ša-al (32) a-bi-ša ù um-mi-ša
i-ḥu-si-ma ù gir-ra-am ù ri-ik<-sa>-tim (33) a-na a-bi-ša ù um-mi-ša
la iš[-ku-u]n u₄-mi šattim ištīat^a i-na bīti-šu (34) li-ši-im-ma ú-ul
aššat

a: mu l-kam.

"If a man takes a(nother) man's daughter without asking the permission of her father and her mother and concludes no formal marriage contract with her father and her mother, even though she may live in his house for a year, she is not a 'housewife'."

§28: A ii 34-37, B ii 1-2

šum-ma ul ri-ik-sa-tim (35) ù gir-ra-am a-na a-bi-ša ù um-mi-ša
iš-ku-un-ma (36) i-ḥu-us-si aš-ša-at^a u₄-um i-na su-un awīlim iš-ša-ab-
ba-tu i-ma-a-at (37) ú-ul i-ba-al-lu-ut

a: The poor remnants of B show that the following sentence was not contained on that tablet.

"On the other hand, if he does conclude a formal marriage contract with her father and her mother and then takes her, she is a 'housewife'. When she is

caught with a(nother) man, she shall die, she shall not get away alive."

Philological Remarks:

The phrase ana bīt x šasûm (§25) is otherwise known and has, wherever it occurs, clearly to do with feudal service: JRL 885 29f.; PBS VII/1 43 6ff.; 45f; 46B 6; TCL XVIII 113 19ff.; VS XVI 127 11; 'Seisachtheia' § D 5. In all these passages it is stated that certain "houses" are exempt from obligations and that it is (was) unlawful to demand from them services under feudal customs.¹

Our passage is different from all the others and yet it likewise seems to deal with services; only that the services are not requested but offered.

It appears that originally ana bīt x šasûm, literally "to raise claims against the house of x" was a vox media denoting both "raise claims already established" and to "initiate claims."

I propose to translate the phrase here: "offer services to the house of x."

The form ik-ši-su-ma² contained in §25 also causes some difficulty. No doubt it must be understood to stand for ikšiš 3rd sgl. pret. -- this particular form appearing here for the first time -- of kašāšum plus the pronominal accusative -šū "him"³ plus the enclitic connective -ma. The derivatives kāšišum (participle) and kiššatum (abstract) occur in the CH (§§117, 118); the latter is also found in VS VII 149 (= HG No. 736) and in HE 122.⁴ Driver and Miles⁵ have

1 Cf. E. Szlechter, *Lois d'Ešnunna* 46.

2 This is the necessary reading.

3 The combination of the final -š of the verb with the initial š- of the suffix yields the same sound as the combination of a dental stop with š. For the explanation see *Orient. NS* 6 14 fn. 5.

4 See G. Boyer, *Contributions à l'histoire juridique de la 1^{re} dynastie babylonienne* 64ff.

5 *Symbolae Koschaker* 67ff.; *The Babylonian Laws* I 212ff.

argued that the verb refers to a sale in which the right of redemption is retained. It seems that kašāšum means "to gain power over somebody (acc.), take (somebody) in bondage" with this limitation, and kiššatum "bondage, person given in bondage." The deal expressed by kašāšum has the purpose of having a debtor work off, either himself or by a slave he surrenders, a debt which he proves unable to pay. In order to determine the debt with which LE §25 deals a confrontation of this section with CH §160 is instructive; it shows the direction in which the interpretation of the section must be attempted. In detail the comparison will look as follows:

LE §25	CH §160
<u>šumma awilum ana bīt</u>	<u>šumma awilum ana bīt</u>
<u>emīm issī-ma</u>	<u>emīm biblam ušābīl</u>
<u>emū-šū ikšis-sū-ma</u>	<u>terhatam iddin-ma</u>
<u>māra(t)-sū a-na [šanīm]</u>	<u>abī mārtim mārtī ul</u>
<u>ittadin</u>	<u>anaddikkum iqtabī</u>
<u>abī mārtim terhat imhuru</u>	<u>mimma mala ibbablu-šum</u>
<u>tašnā utār</u>	<u>uštašannā-ma utār</u>

From the final clause of §25 LE it is clear that in Eshnunna, as in Babylon, a terhatum⁶ had been furnished. Where then was the giving of the terhatum mentioned? It was obviously implied in the first third of the section and

6 For the form of the word see Orient. NS 16 240ff. where the etymology proposed by van der Meer was rejected. It has since been repeated by A. van Praag, Droit matrimonial assyro-babylonien (1945) 129, but no new argument has been set forth.

was covered by the verb kašāšum; in other words the father-in-law took the young man in temporary bondage so that he could work off the equivalent of the bride-money. The well-known case of Jacob who declared his willingness to work for seven years to obtain Laban's daughter Rachel (Gen. 29:18) affords a close parallel.

The adverbial accusative tašnā also occurs CH §254 (von Soden, Arch. Or. XVII/2 366). Thanks to the parallel uštašannā-ma utār "he will double and return" in the CH there can be no doubt as to its meaning. It is obviously a form of the abstract belonging to D šunnūm "make double, double."⁷

The preterite imšuh should be derived from mašā'um "to take forcibly, usurp."⁸ For the spelling, cf. am-šu-uh-ma TCL XXIII 60 16; im-šu-hu TCL XXIII 76 16; i-ma-aš-ša-aḥ YBT X 47 59; ta-ma-aš-ša-aḥ ibid. 60; im-ta-ša-aḥ VS XVI 157 18; ma-ša-aḥ-im VS VII 203 15, 19.

In §27 we read girrum u riksātum, in §28 with inverted word order riksātum u girrum. The hendiadys apparently corresponds to riksātum of CH §128 which denotes the formal contract.⁹ The additional girrum seems to add nothing essentially new. It probably refers to the sealing of the respective tablets; that grr (also¹⁰) means "roll (a seal)" is indicated by JEN 330 12f.:¹¹ ù tup-pa

7 Cf. ta-aš-ni kaspim in the Susa text RA 13 p. 126 line 10.

8 Cf. Delitzsch, HWB 428.

9 P. Koschaker, Neue keilschr. Rechtsurk. aus der El-Amarna-Zeit 85f.; A. van Praag, l.c. 84ff.; R. Follet, Orient. NS 17 378.

10 Cf. Th. Bauer, ZA NF 7 216ff.

11 E. A. Speiser kindly drew my attention to this passage. Cf. also M. San Nicolò, Orient. NS 18 259; Miles-Gurney, Arch. Or. XVII/2 184; G. R. Driver, Sem. Writing 62 fn. 4; A. Pohl, Orient. NS 22 222f. — From Koschaker's article in Arch. Or. XVIII/3 210ff. one learns (p. 241f.) that Landsberger pre-

ša ma-ru-ti dayyānū meš-nu il-ta-aṭ-ru ù ^{na₄} kunukkē-šu-nu ge-er-ri-ru

"the judges had an adoption tablet made out and had their seals rolled (over it)."¹²

At the beginning of §28 I read šum-ma ul and cannot see how this reading can be avoided.¹³ The context suggests a rendering "if on the other hand." One feels reminded of the occurrences of šumma "otherwise" collected by P. Kraus, *Altbab. Briefe* II p. 16, of šumma lā kī'am "if it is not so, in the opposite case" (e.g.) PBS VII 109 14), of šumma lā ulā-ma "if, on the other hand" HSM 7494 75¹⁴ and (in Harmal texts) šum-ma ú-la-šu-ma IM 51376, ú-la šu-ú-ma IM 51110, la šu-ma IM 51653 18.

Commentary:

The group of paragraphs here united allows us to reconstruct the steps which a man had to take in Eshnunna in order to get legally married. The young man calls at the house of his prospective father-in-law, presumably with the customary gifts. Having been accepted he pays him the terḥatum. This term has been translated here by "bride-money." Scholars have so far been unable to agree as to whether this is in the nature of a purchasing price, the girl being bought by the prospective husband from her father or her family, or -- if this was the origin of the custom -- whether the payment serves the purpose of

11 (continued) fers to read qirrum which he interprets as "Hochzeitsmahl". Before this suggestion can be accepted it would require a much more detailed demonstration.

12 Stative B (construed with an accusative); cf. infinitive N nagarrurum.

13 Von Soden's U₄-BI₄ (Arch. Or. XVII/2 370) is proposed with great confidence, but, in my opinion, nevertheless is to be rejected. Exclamation points and expressions like "offenbar" are no arguments.

14 See also Thureau-Dangin, *Syria* 15 143.

creating a fund on which the woman could draw after her husband's death.¹⁵ The new material does not decide the question either way. However, there is no evidence contained in the LE which would show that marriage without terhatum was practised in Eshnunna. The necessary amount could be accumulated by the bridegroom working for the young woman's father.

Some time after payment of the terhatum — the length of the period is nowhere defined and will have differed from case to case -- however before consummation of the marriage, a contract was executed in which the girl's parents gave their formal consent to the marriage. A woman who lived with a man, no such contract having been drawn up, was not considered a "housewife" (aššatum). Legally this meant that the relationship could be dissolved at any time without any formalities whatever; unfaithfulness on the part of the woman was not considered as adultery and therefore was not punishable as such.

As a parallel to LE §25 the paragraph 160 of the CH has already been quoted. In the HC §29 corresponds: "If a girl is betrothed (lit. bound) to a man and he has given the bride-money for her, but (if) the parents subsequently abrogate it (i.e. the contract) and separate her from the man, they shall make double compensation." CL §29 is also similar: "If a son-in-law enters (i-in-tu) the house of his father-in-law and makes his betrothal gift (nīg.mussa), but afterward they (i.e. the parents) make him leave and give his wife (dam-a-ni) to his kuli (see presently), they will return to him the betrothal gift he had brought." One might with reason assume that the CL means with "enter" not so

15 See most recently M. Burrows, *The Basis of Israelite Marriage* (1938) 16ff.; A. van Praag, *Droit matrimonial assyro-babylonien* (1945) 128ff.; P. Koschaker, *Arch. Or.* XVIII/3 (1950) 210ff.

much become a member of the family as enter into a work contract, and with "leave" the termination of this relationship. At any rate the father-in-law is under obligation to give the donor of the betrothal gift his daughter in marriage when she reaches maturity. The CL then goes on to prohibit a marriage between the girl and the rejected man's kuli, and the same stand is taken in CH §161 (where we read of course the Akk. equivalent ebrum). This has no analogue in the LE. Nevertheless attention may be drawn to the fact that the words kuli and ebrum have been interpreted as referring to the bridegroom's "best man."¹⁶ It is not quite clear why the "best man" should be mentioned here as being excluded from the circle of young men whom the girl may marry after her first betrothal was dissolved. Did Hammurapi feel that the relationship between the bridegroom and his "best man" was such as to make him unsuitable as the bridegroom's successor?

LE §26 recalls not only the CH §130 but also Deut. 22:25-27. CH §130 reads: "If a man rapes a(nother) man's wife, who has not yet known a man and lives in the house of her father, and has intercourse with her, (if) they find him (in flagranti) this man shall be killed, but this woman shall go free." The girl, although still a virgin, is called a man's wife because she has been betrothed to him, or -- as Sir John Miles would say -- lives in "inchoate marriage." Deuteronomy is much more specific: "If a damsel that is a virgin be betrothed unto a husband, and a man find her in the city, and lie with her; then ye shall bring them both out unto the gate of that city, and ye shall stone

16 San Nicolò, *Orient.* NS 19 (1950) 117 fn. 1 and particularly van Selms, *JNES* 9 (1950) 65ff. The situation is further complicated by the circumstance that according to the ditilla ITT II 960 there existed also legal obstacles to the 'bridegroom's' remarrying; see Falkenstein, *JCS* 5 (1951) 75.

them with stones that they die; the damsel because she cried not, being in the city; and the man, because he hath humbled his neighbor's wife But if a man find a betrothed damsel in the field, and the man force her, and lie with her; then the man only that lay with her shall die; but unto the damsel thou shalt do nothing; ... for he found her in the field, and the betrothed damsel cried, and there was none to save her." The LE does not say whether the violation of the girl gives the 'husband' the right of renouncing the 'inchoate marriage.' He may refuse to complete the marriage after the girl has lost her virginity. On the other hand, the girl may be innocent (note CH §130) and the husband may therefore still be bound to his obligations.

Remarriage of a Deserted Woman (§§29-30)

§29: A ii 38-45, B ii 3-7

Q: šum-ma awīlum i-na harrān^{an} še-e[h-ṭi]m (39) ù sa-ak-pi-im it-t[a-aš-
la-al^a]

B: šum-ma awīlum i-na harrān še-eh-ṭim ù sa-ak-p[í-im it-ta-aš-la-al]

A: (40) ù lu na-aḥ-bu-tum it-ta-aḥ-ba-at (41) [u₄-m]i ar[-ku-tim]^b

B: (4) ù lu-ú na-aḥ-bu-tum it-ta-aḥ-ba-at u₄-m[i ar-ku-tim]

A: [i-na ma-]tim ša-ni-tim-ma (42) [.]

B: (5) i-na ma-a-tim ša-ni-tim-ma it-ta[-ša-ab]

A: [.] ša-nu-um (43) [.] it-ta-la-ad

B: (6) aš-ša-su ša-nu-ú-um-ma i-ta-ḥa-az ù māram it[-ta-la-ad]

A: (44) [i-nu-ú-ma it-tu-ra-a]_m ašša(t)-su (45) [.]

B: (7) i-nu-ú-ma it-tu-ra-am aš-ša-su i-ta-[ab-ba-al]^c

a: Cf. CH VI 28, 38. b: Cf. u₄-mi ma-du-tim ar-kà-tim ša-na-tim
As. 30: T 220 (Frankfort-Lloyd-Jacobsen, Gimilsin Temple 184). c: Cf.
§34; ana ittišu III iii 57.

"If a man has been [made prisoner] during a raid or an invasion or (if) he has been carried off forcibly and stayed in a foreign country for a l[ong] time, (and if) a second man has taken his wife and she has born (him) a son -- should he (i.e. the first man) return, he shall get his wife back."

§30: A ii 45 - iii 2, B ii 8-10

A: [šum-ma] awīlum a-al-šu! [.] it-ta-bi-it^a

B: šum-ma awīlum āl^{ki}-šu ù be-el-šu i-ze-er-ma it-ta-aḥ-bi-it^a

A: (46) [.]

B: (9) aš-ša-su ša-nu-ú-um-ma i-ta-ḥa-az i-nu-ú-ma it-tu-ra-am

A: [.]

B: (10) a-na aš-ša-ti-šu ú-ul i-ra-ag-ga-am

a: One of the variants must be incorrect, see fn. 1 below.

"If a man hates his town and his lord and becomes a fugitive, (and) if a second man takes his wife -- should he (i.e. the first man) return, he shall have no right to claim his wife."

Philological Remarks:

The text, if correctly restored, makes a distinction between šalālum

and habātum on the one hand and nābutum on the other.¹ The first two are terms of warfare, the last mentioned simply means "flee, run away, become a fugitive." Of the two others šalālum denotes the treatment accorded to the defeated, i.e. "carry away as prisoners, dislocate," a treatment which is in agreement with the customs of the times to such an extent that it has become part of international law. Quite to the contrary, habātum signifies a treatment which when accorded to people is considered as unlawful; it means "kidnap, abduct."

The connection with warfare is made explicit by the addition of ina harrān šeḫṭim u sakpim. The abstract šeḫṭum belongs to the verb šahāṭum (pret. išhiṭ) "jump, spring on somebody, rush somebody" and thus refers to active aggression. The abstract sakpum, on the other hand, belongs to sakāpum "throw down, prostrate" and describes the plight of the person who has been attacked.

1 ittahbat (§29) and ittābit (§30) cannot derive from the same verb. The former belongs to habātum, iḥbut (u/a-class) "take forcibly" the N of which is iḥhabit (pret.), iḥhabbat (pres.), naḥbutum (inf.), the latter to a verb of the i-class which exists only in the N form and exhibits the forms innābit (pret.), innabbit (pres.) with the inf. (not attested as yet in Old Babylonian) nābutum. For the correct understanding of the structure of the second verb it is necessary to compare its plural forms with the corresponding forms of, e.g., amārum "see" and emēdum "place alongside (something)":

pret.	<u>innābitū</u>	<u>innamrū</u>	<u>innemdū</u>
aor.	<u>ittābitū</u>	<u>ittamrū</u>	<u>ittemdū</u>
pres.	<u>innabbitū</u>	<u>innammārū</u>	<u>innemmidū</u>
imp.		<u>nanmirā</u>	
stat.	<u>nābutū</u>	<u>nanmurū</u>	<u>nenmudū</u>
inf.	<u>nābutum</u>	<u>nanmurum</u>	<u>nenmudum</u>

The contrast between the syncopated forms of 'mr N and 'md N on the one hand and the unsyncopated forms of our verb on the other proves that innābit,

We are justified in interpreting harrān sakpim as an allusion to defense against aggression. Therefore the translations "(aggressive) raid, razzia" and "invasion (on the part of the enemy)" have been chosen.

Commentary:

The subject with which the two sections §§29, 30 deal is the question as to whether, or in what circumstances, marriage takes precedence over relationships into which a housewife may have entered during her husband's prolonged absence. The same subject is also treated in the CH and in the MAL. In the CH -- the corresponding sections are §§134-136 -- the circumstance is considered significant whether, despite the husband's absence, his wife's subsistence is guaranteed or not.² If the husband's absence is an enforced one, his wife must maintain the household as long as it yields sufficient income to live on. In Assyria (MAL §§36, 45) this obligation is limited to five or two years.³

The solution of the LE is much simpler and clearer. The leading principle there is that desertion frees the wife from all obligations toward her husband. Desertion is assumed as having occurred when the husband departs of his own volition because he feels disgusted⁴ with the conditions of life in his home

1 (continued) ittābit, nābutum contain a long ā. In other words, they do not represent N forms of a three-radical verb *'abātum analogous to amārum, but N forms of a verb of more complicated structure.

2 For the interpretation of ša akālim as "the necessary means of subsistence" see Goetze, JCS 1 (1947) 76.

3 For details see Driver-Miles 250ff.; P. Koschaker, Quellenkritische Untersuchungen zu den altassyrischen Gesetzen 42ff.; A. van Praag, Droit matrimonial assyro-babylonien 95ff.

4 The term is zērum, literally "hate," the opposite of rāmum "love." In the same sense it is also used in CH §136, see below. Cf. furthermore ana ittišu 7 ii 49 where it applies to the relationship between husband and wife. -- It is not possible to translate izēr here, with Dossin (RA 42, 1948, 121ff.), by

town. An entirely different situation is created when the husband's absence is involuntary, in that he is either taking part in a war or is being kept prisoner in a foreign country.

Should involuntary absence of the husband over a prolonged period of time result in his wife's remarriage -- nothing being said as to whether the wife in remarrying claims a right accorded her by law after a reasonable period of waiting or whether she acts in the belief that her husband is no longer alive -- she risks being forced to return to her first husband, should he, against expectation, turn up again. A husband, upon his return from captivity, may in all circumstances take his wife back even if she has born children to the second man. The text of the LE tells us nothing about what becomes of such children. But it can be taken for granted that they will remain with their father. The CH, in §135, states explicitly: "the children (from such a marriage) shall go after their father."

Voluntary absence of the husband deprives him of his wife. The husband who returns after having spurned his country cannot reclaim her. In the CH (§136) the same rule is laid down in the following words: "If a man gives up his town and has become a fugitive, (and if) in his absence his wife has entered the house of another man, should this man return and (try to) seize his wife, then the wife of the fugitive shall not return to her husband because he hated his home town and became a fugitive."

4 (continued) "abandons" because a tautology would result. Here -- as in CH §136 -- zērum clearly provides the motive for the man's running away. In the LE the action zērum puts the husband in the wrong to such an extent that it releases the wife from her duties toward her husband, and it implies not mere absence but his intention never to return.

When comparing LE §30 with CH §136 one cannot fail to observe that the expression āl-šu izēr "he hated his town," prominent in the former, also occurs in the latter. There, however, it has found its place in the apodosis in a quite unusual manner, while the protasis says instead āl-šu iddī-ma "he spurned, gave up his town." One may ask whether the uneven style of the CH may not point to the conclusion that two different sources employing a different terminology were woven together.

Defloration of a Slave Girl (§31)

§31: B ii 11-12

šum-na awīlum amat awīlim it-ta-qa-ab (12) $\frac{1}{3}$ ^a ma-na kaspam
išaqqa ù amtum ša be-lí-ša-ma^b

a: It is difficult to decide whether $\frac{1}{3}$ or $\frac{2}{3}$ is intended. The two columns of the tablet are divided by a perpendicular line on which the first sign of the right column begins. It may be that the first upright of the fraction $\frac{2}{3}$ is obscured by the dividing line. The decision must be made on the basis of the context; see Commentary to this section.

b: For reasons of space it is doubtful whether this section was ever contained in A; see above p. 14.

"If a man deflowers a(nother) man's slave girl, he shall pay one-third of a mina of silver; the slave girl remains the property of her owner."

Commentary:

The final clausula which implies that the slave girl remains with her owner makes it clear beyond any possible doubt that the one-third of a mina, i. e. 20 shekels, of silver are meant as a penalty. The fact of a penalty is not surprising; it is the relatively high amount which causes astonishment.¹ According to §55 below, the life of a free man is valued at 40 shekels while that of a slave comes to only 15 shekels. It seems that a slave girl was considered as more valuable than a slave. It may be so for the reason that her master may either want to take her himself as a concubine or that he expects to obtain a terhatum (see above p. 78) as soon as he finds a suitable husband for her. The assumption seems eminently reasonable that the rate of the penalty is in some relation to the normal amount of the terhatum; the value of a virgin was naturally higher than that of a girl in the state which the present law envisages.

1 Cf. Lev. 19:20.

Tarbitum (§§32-35)

§32: A iii 3-5, B ii 13-15

A: [.]

B: šum-ma awīlum mār-šu a-na šu-nu-qí-im

A: [a-na tar-bi-ti]-im? (4) id-[di-]i[n-ma]

B: a-na tar-bi-tim id-di-in-ma

A: [.]

B: (14) epram piššatam lubuštam^a šalāš šanātim^b la id-di-in

A: 10 ma-na (5) tar-b[i-]it māri-šu i[šaqqal-ma]

B: 10 ma-na (15) tar-bi-it māri-šu išaqqal-ma^c

A: [mār-šu]i-ta-ar-ru

B: mār-šu i-ta-a-ar-ru

a: še.ba i.ba šig.ba. b: mu.3-kam. c: i-lal-e-ma

"If a man gives his son away for having him nursed (and) for upbringing, but does not furnish rations of food, oil (and) cloth for three years, then he shall pay 10 minas (of silver) for the upbringing of his son and shall take back his son."

§33: A iii 6-9, B ii 16-18

A: (6) šum-ma amtum ú-sa-ri-ir-ma

B: šum-ma amtum ú-sa-ar-ti-ir-ma

A: [mār-ša]a-na mār[at] awīlim [(7) i]t-ta-di-in

B: mār-ša a-na mārat awīlim it-ta-di(!)

A: i-nu-ú-ma ir-ta-bu-ú (8) [be-]el-šu i-mar-šu

B: (17) i-nu-ú-ma ir-ta-bu-ú be-el-šu i-ma-ar-šu

A: i-ša-ba-su-ma (9) i-ta-ar-ru-ú-šu

B: (18) i-ša-ab-ba-su-ma i-ta-ar-ru-šu

"If a slave girl by subterfuge hands her son over to a free-born woman, (and) if his master recognizes him after he has grown up, he will seize him and take him back."

§34: A iii 9-12, B ii 19-21

A: šum-ma amat ēkallim^{lim} mār-ša (10) lu-ú māra(t)-sa

B: (19) šum-ma amat ēkallim^{lim} mār-ša lu-ú māra(t)-sa

A: a-na muškēnim a-na tar-bi-tim (11) it-ta-di-in

B: (20) a-na muškēnim a-na tar-bi-tim it-ta-di-in

A: māram lu mārtam ša id-di-nu

B: (21) mārumrum lu-ú mārtum^{tum} ša id-di-nu

A: ēkallum^{lum} (12) i-ta-ba-al

B: ēkallum^{lum} i-ta-ab-ba-al

"If a slave girl of the palace hands her son or her daughter over to a muškēnum for upbringing, the palace will take back the son or the daughter whom she handed over."

§35: A iii 12-13, B ii 22-23

A: ù le-qú-ú ša mār amat ēkallim^{lim} (13) il-qú-ú

B: (22) ù le-qú-ú ša mār amat ēkallim^{lim} il-qú-ú

A: me-ḡe-er-šu a-na ēkallim^{lim} i-ri-a-ab

B: me-ḡe-er-šu a-na ēkallim^{lim} i-ri-a-ab

"Also he who adopted the child of a slave girl of the palace shall recompense the palace with a (child of) equal (value)."

Philological Remarks:

The key word in this group of laws is tarbītum, a term difficult to translate since it is not possible to find a rendering which would cover all its

implications. An abstract of rubbūm, D of rabūm "grow big(ger), grow up," it literally means "bringing up (a child)." But tarbītum in the legal sense combines the obligation of physically taking care of an infant and its needs -- as a wet-nurse does -- with the other obligation of acting as the guardian of a child when it grows older.¹ The addition in §32 of ana šūnuqim "for having (the infant) nursed"² limits the meaning of tarbītum to the first mentioned obligation. In the following sections its meaning is wider however (see below).

The forms i-ta-ar-ru, i-ta-a-ar-ru (§32), i-ta-ar-ru-šu, i-ta-ar-ru-ú-šu (§33) are not easily identified; as they stand, they may be derived from various verbs. A decisive clue is provided by the fact that in §34 itabbal "will take away, back"³ and in §35 irīab "will replace" are parallel. Hence, itarrū must be derived from tarūm which is in the same relationship to warūm "guide, lead" as tabālum "bring, take away, back" is to babālum (root wbl) "bring."⁴ The remark of von Soden, Arch. Or. XVII/2 371, is justified. In Old Babylonian the verb is *tertia* w as numerous forms show: e.g. 3rd sing. li-ru-šu CH XVIII r 23; it-ru Friedrich Sippar 43 16; CT XXIX 22 9; li-it-ru ARM IV 3 14; V 29 9; it-ru-šu ARM IV 58 10, 13; it-ru-šu-nu-ti OE III 78 21; ARM V 41 14; li-it-ta-ar-ru-šu (Btn) CH XXVII r 6; lu-ru-ka Gilg. P II 17.⁵

1 M. David, Adoption 20f., 34f.

2 ana šūnuqim nadānum "to give for suckling" is the thematic expression in the pertinent contracts (cf. G. Lautner, Personenmiete 13 fn. 41). šūnuqum "suckle" is the causative of enēqum "suck."

3 See also mār-šu i-tab-bal, ana ittisu III iii 57.

4 See A. Goetze, JAOS 56 (1936) 324ff.

5 See furthermore a-na ma-ru-ti-šu it-ru-šu (Sum. RI with the prefix ba-) ana ittisu III iv 61.

For the explanation of usarrir (§33) -- which was misunderstood in the editio princeps (see von Soden, Arch. Or. XVII/2 371) -- reference to CH XXII r 66 (§265) is in order. The verb belongs to the small class of intransitive D forms.⁶ The translation "become unfaithful, commit treachery" has been proposed;⁷ "cheat, employ subterfuge" seems preferable.⁸

The meaning of the verb leqûm (§35) is illuminated by ana ittišu III iii 53 and iv 3. In the first-mentioned passage leqûm denotes (the child) who was 'taken' by a wet-nurse for suckling; the second passage offers the participle lêqûm in the sense "he who adopted (a child)"; the latter meaning seems applicable here.

Commentary:

The legal problems connected with tarbîtum are dominated by the principle that the child, when grown up, is owned by the person that paid for its "upbringing." The relationship established by tarbîtum would normally supersede the natural relationship of parentage. In this it resembles adoption and in fact tarbîtum may frequently have resulted in adoption.⁹ In special cases the law aims at protecting certain social groups from permanently losing children because they have been handed over to another group for the purpose of tarbîtum.

§32 deals with the relationship between an infant and its wet-nurse and foster-mother. This relationship seems normally to last for three years. During

6 See A. Goetze, JAOS 62 (1942) 6f.

7 A. Ungnad, Hammurabis Gesetz II 157; W. Eilers, Die Gesetzesstele Chammurabis 51.

8 Cf. sārtum "fraud," sarrum "false, faked."

9 Cf. M. David, Adoption 20f., 34ff.; Klíma, Journ. of Pap. 4 (1950) 280.

that period the child's father has to support the foster-mother by providing food, oil and clothing for her, apparently in an amount fixed by custom and therefore not specifically stated. The sum of 10 minas (of silver) which at first sight appears as an alternative mode of paying for the services of the foster-mother cannot be so interpreted. The amount of 16 2/3 shekels per month would be much too high in an economy where a hired laborer, according to §11, receives only 1 shekel of silver per month. It must therefore be understood as a penalty for failure to provide maintenance in accordance with the contract of nursing. The father who did not fulfill his obligations has to pay this penalty before he can claim back his child.

The series ana ittišu — tablet III iii 45-50¹⁰ — confirms the fact that a wet-nurse normally demands support for three years: a-na mu-še-níq-ti id-din-šu / a-na mu-še-níq-ti-šu šalāš šanāti ep-ra piš-šá-tam lu-bu-uš-ta ú-dan-nin "he gave him (his son) to a wet-nurse. He guaranteed to his (i.e. the son's) wet-nurse rations of barley, oil (and) cloth for three years." Further corroboration comes from the relevant contracts.¹¹

The circumstances underlying §33 result from an attempt on the part of a slave girl to obtain a better social position for her son by handing him over to a free-born woman. This of course implies taking the child away from his

10 In the edition of B. Landsberger p. 45.

11 Three years: VS VII 10/11 (KU 32), cf. TCL I 146 (KU 1088); in VS VII 37 (KU 33) the period is two years. "Barley, oil and cloth" is also specifically mentioned in VS VII 10/11 (KU 32) and in CT IV 13b (KU 34). The payment is 12 kor of barley in Smith College 252 (E. Grant, AJSL 34 135 = Gordon, Sm. Coll. Tablets No. 42) where the time covered is not mentioned. In VS VII 10/11 (KU 32) the wet-nurse, not having been paid her fee, takes over the child as her own and pays to the child's mother 3 shekels of silver. Cf. moreover, M. Schorr, Urk. 198; M. San Nicolò, article Ammenvertrag in RLA 1 96f.; G. Lautner, Personenmiete 13 fn. 41.

legal master. Since neither the noun mušēniqtum "wet-nurse" nor the verb enēqu "suck" appears, the woman apparently posed as the child's mother. The law protects the rights of the master who can claim the child at any time that he "recognizes" (lit. "sees") it. Nothing is said about the procedure of identification or about penalties imposed upon the two women. In the context the interest of the legislator is exclusively concerned with the ownership of the child.

In §34 the verb usarrir of the preceding section is still to be understood. The situation envisaged in the section is similar to that of §33; but the mother is now a slave girl of the palace and the foster-home that of a muškēnum. The law provides that the palace remains the legal owner of the child. The wording seems to indicate that a regular tarbitum contract was entered into; nevertheless the child reverts in all circumstances to the palace. Apparently the relation of the child to the palace takes priority over its relationship to the wet-nurse. The LE certainly do not exhaust all the possible relationships; however, systematic completeness (as it begins to appear in the CH) cannot be expected in the Pre-Hammurapi age.

As indicated above, it is easily understood that a child given away under the circumstances described in §34 was eventually adopted by the person in whose house it was reared (§35). Although it is hard to see how this could legally be done without the knowledge and the consent of the palace, nevertheless the law upholds the right of the adoptant against the claims of the palace. All the new father has to do is to furnish a child of equal value¹² to the palace. The

12 For meprum "equal" see above p.66.

palace is obviously not interested in the individual child; it is interested only in maintaining its reserve of man-power. One should assume that the right under §35 was granted only when the adoptant proved that he acted in good faith, i.e. was unaware of the fact that the child's mother disposed of a child, the disposal of which was not her legal right.

Deposit (§§36-37)

§36: A iii 14-17, B ii 24-28

A: šum-ma awīlum bu-še-šu a-na na-ap-ṭà-ri a-na ma-za-ar-tim (15) id-di-
in-ma

B: šum-ma awīlum bu-še-e-šu a-na na-ap-ṭà-ri-im (25) a-na ma-za-ar-tim
id-di-in-ma

A: bītum la pa-li-iš si-ip-pu la ḥa-li-iš (16) a-ap-tum la na-às-ḥa-at

B: bītum^{tum} la pa-li-iš (26) si-ip-pu la ḥa-li-iš a-ap-tum la na-ás-ḥa-at

A: bu-še-e ma-za-ar-tim (17) ša id-di-nu-šum uḥ-ta-li-iq

B: (27) bu-še-e ma-za-ar-tim ša id-di-nu-šum uḥ-ta-al-li-iq

A: bu-še-e-šu i-ri-a-ab-šum

B: (28) bu-še-e-šu i-ri-a-ab-šum

"If a man gives property of his as a deposit to a naptarum and he (the depositary) causes the loss of the deposited property which he (the depositor) gave him, the house not having been broken into, the door jamb not broken down (nor) the window forced, he (the depositary) will replace for him (the depositor)

his property."

§37: A iii 18-23, B iii 1-6

A: (18) šum-ma bīt awīlim lu <ip-pa-li-iš lu^a> im-qú-ut

B: (1) šum-ma bīt awīlim lu <ip-pa-li-iš lu^a> im-qú[-ut]

A: it-ti bu-še-e awīl ma-za-ar-tim (19) ša id-di-nu-šum

B: it-ti bu-še-e awīl [ma-za]-ar-tim (2) ša id-di-nu-šum

A: ḥu-lu-uq be-el bītim ḥa-li-iq

B: ḥu-lu-uq be-el bītim ḥa-li-iq

A: (20) be-el bītim i-na bāb bīt^b ^dTišpak ni-iš i-lim i-za-kar-šum

B: (3) be-el bītim^{tim} i-na bāb bīt^b ^dTišpak ni-iš i-lim i-za-kar-šum-ma

A: (21) it-ti bu-še-e-ka bu-šu-ia ḥal-qú

B: (4) it-ti bu-še-e-ka bu-šu-ia lu-ú ḥa-al-qú

A: i-wi-tam (22) ù sà-ar-tam la e-pu-šu

B: (5) i-wi-tam ù sà-ar-tam la e-pu-šu

A: i-za-kar-šum-ma mi-im-ma (23) e-li-šu ú-ul i-šu

B: i-za-kar-šum-ma (6) mi-im-ma e-li-šu ú-ul i-šu

a: Conjecture; lost by homoioteleuton already in the archetype.

b: The signs for bābum and bītum are almost identical; each text dropped one of them but not the identical one.

"If the man's (the depository's) house is either <broken into> or collapses (and) together with the property of the depositor which he gave him (i.e. to the

depository) loss on the part of the owner of the house is incurred, the owner of the house shall swear for him an oath in the gate of the temple of Tishpak (saying): 'Together with your property property of mine was indeed lost; I have not engaged in conspiracy or fraud.' If he (i.e. the depository) swears for him (such an oath) he (i.e. the depositor) shall have no claim against him (i.e. the depository)."

Philological Remarks:

In §36 the meaning of a-na na-ap-tà-ri(-im) is not clear. It is immediately obvious that §36 is in intimate contact with §37; there, however, the expression is not repeated. It may still be understood. The context of §36 requires an indication of the person to whom the deposit is entrusted and, in fact, the dative suffix -šum in ša iddi-nu-šum "which he gave him" refers back to that person. It must be contained in ana napṭarim. The noun napṭarum is -- at least originally -- a nomen loci "place where paṭārum, i.e. redemption, is made."¹ In this connection attention should be drawn to the fact that CH §125 also speaks not of the depository but of "the place to which he (the depositor) gave it (the deposited good)" (ašar iddinu) as though a word for "depository" had not existed. On the other hand napṭarum "place of redemption" may well have acquired a concrete meaning and denote the professional custodian to whom goods are given to be redeemed in due time. Lack of pertinent information prevents us from being more definite. There is hardly a chance that in §§36 and 37 not goods

1 On napṭarum in §41 see below. -- The verb paṭārum, puṭṭurum is normally used for redeeming persons or real estate. The conclusions drawn by von Soden, Arch. Orient. XVII/2 (1949) 371f., seem to me premature.

deposited for custody are meant but pawns left with a broker as security for a money loan. As far as we know, such a deal would be quite differently construed in Babylonia. The comparison with CH §§124-125 and the context there indicate quite definitely that we are dealing with deposit for custody.

The juridical treatment of the loss of deposited property is made dependent on whether together with the deposit also property of the depositary was lost. This may have happened when the house accidentally collapsed (imqut, lit. "fell (down)") or when it was broken into. The latter involved ordinarily breaching the walls (palāšum). But there are two other parts of the house through which entry might be gained, the sippum and the aptum. The latter, everybody agrees, is the "window."² The meaning of sippum has been much discussed, but the matter has not been settled as yet to everybody's satisfaction. The Hebrew and Aramaic cognates mean certainly "threshold"; but Thureau-Dangin (RA 17 11; *Rituel accadien* 59) has long since pointed out that this cannot be the meaning of the Akkadian term. A sippum is found at either side of the aperture of the door, a fact which the omnia -- see now YBT X 23, 25, 26 -- confirm abundantly. The term apparently denotes the stone door jambs which together with the threshold and the lintel form the frame of the door.³ It is only with this interpretation that the passage in *Ishtar's Descent* i 18:

amahḥaṣ daltu sikkuru ašabbir

amahḥaṣ sippu-ma ušabalkat dalāti

reveals its full sense:

2 P. Jensen, KB VI 528f.; S. Langdon, Bab. 2 (1908) 106; ZA 30 (1916) 192; OLZ 1928 1ff.; H. Zimmern, Akk. Fremdwörter 32; B. Landsberger ad KU.

3 The word for the "frame" (or a special form of it?) may be hettu (Sum. hé-du7); see most recently Weidhaas, ZA NF 11 119ff.

"I shall smash the door, break the bolt;

I shall smash the jamb and bring the door tumbling down."

The door bulls of Neo-Babylonian times are not erected at the threshold of doors but in the wings of the gate⁴ at the door jambs (ina sippe abullāni, ina sippi bābi Nebukadrezar Langdon No. 9 i 44; No. 20 ii 5; PBS XV 79 ii 3).

The stative ḥališ -- said of the door jamb -- is used here in parallelism with pališ "holed through, broken into" said of the house and with nasiḥ "torn out, forced" said of the window. This establishes the meaning of the otherwise rare verb ḥalāšum as "break down."⁵

Toward the end of §36 we must read the ambiguous i/uḥ-ta-li-iq of text A as uḥ-ta-li-iq (D) because of the unequivocal uḥ-ta-al-li-iq of text B.⁶ Note that CH §125 in the analogous place offers ú-ḥal-li-qué (IVr 78).

The lu before imqut at the beginning of §37 lacks motivation. One gains the impression that a corresponding verb with preceding lu has been omitted by the copyist.⁷ In fact the section contains other omissions. Since the paragraph should likewise mention house-breaking the N form ippališ has been restored by conjecture.

4 So correctly, S. Smith, RA 21 (1924) 81f. For further literature cf. Baumgartner, ZA NF 2 (1925) 137f., 253; Weidner, AfO 6 (1930) 14f.; Schott, ZA NF 8 (1934) 105f.; Weidhaas, ZA NF 11 (1939) 123ff.

5 Cf. En.eliš II 95 ḥa-la-aš tuqmāte.

6 Correctly pointed out by von Soden, Arch. Orient. XVII/2 (1949) 372.

7 Cf. in the corresponding §125 of the CH ù lu i-na pí-il-ši-im ù lu i-na na-ba-al-ka-at-tim. In our text the omission, if there indeed was one, must have occurred in the copy to which both preserved tablets go back.

Tishpak (§37) is the chief god of Eshnunna;⁸ accordingly it is eminently natural to find him invoked here. On the form of the assertory oath -- positive indicative with lū, negative lā with the subjunctive -- see above, Commentary §22.

The nouns i-wi-tam and sà-ar-tam must both fall within the general semantic sphere of "crime." For sārtum this is nothing new; the meaning generally assigned to the word is "misdeed, crime."⁹ It seems doubtful, however, that this is specific enough; "falsehood, fraud, trickery, treachery" seems preferable.¹⁰ The other noun, iwītam, is rare and its meaning must be guessed at from our context. In Old Babylonian it is, as far as my records go, found in TCL XVII 59 17. Morphologically the noun seems to belong to awūm "speak, discourse (with somebody)";¹¹ the meaning "conspiracy, conspiratory" seems most likely. It is the purpose of the oath to absolve the depositary from the suspicion that he himself has defrauded, and from the beginning schemed to defraud, the depositor of the deposited goods.

Commentary:

The two sections §§36 and 37 are concerned with the legal consequences which a depositary had to face when goods that had been entrusted to his care were lost. The law introduces the following distinctions: (1) the goods are

8 See Th. Jacobsen, OIC 13 15lff.

9 Cf., e.g., P. Koschaker, Neue keilschriftliche Rechtsurk. aus der El-Amarna-Zeit 31 fn. 3. The relationship between sārtum (abstract) and sarratum (fem. of the adjective sarrum) is difficult to determine.

10 The Sumerian equivalent is lul; cf. Delitzsch, SGL 173.

11 See i-ta-wi A iv 7, B iv 10 below §50.

lost without any evidence of house-breaking; (2) the goods are lost through house-breaking or through the destruction of the house in which they were kept. In the first case (§36) the depositary is to indemnify the depositor. In the second case (§37) the depositary is not responsible for the loss, provided he takes it upon himself to swear (a) that together with the deposited goods also property of his own was lost, (b) that he has done nothing illegal which was instrumental in bringing about the loss.

The corresponding section in the CH is §125; it is obviously closely related. We read there: "If a man gives property of his as a deposit and (if) at the place to which he gave it, either by house-breaking or by (unlawful) entry, his property gets lost together with property of the owner of the house, then the owner of the house who has been negligent will fully replace to the depositor the property which he gave him as a deposit and which he allowed to get lost." It then goes on to say: "The owner of the house will keep searching for his lost property and take (it back) from its thief."

A comparison of the two laws reveals coincidences, but also significant differences. In Babylon, as well as in Eshnunna, a judge before whom a case resulting from a lost deposit came would first have to investigate the question as to whether the depositary himself might be the thief. The depositary is considered honest and innocent of the suspicion if there is evidence of house-breaking and if he himself has simultaneously incurred loss. The criterion is well known to historians of law.¹² There is, however, also a marked difference between the LE and the CH. While, in the LE, the depositary, having proved that

¹² See the references given by P. Koschaker, *Rechtsvergleichende Studien zur Gesetzgebung Hammurapis* 29f.

he is not the thief, can in certain circumstances escape liability for the loss of the deposit, he must, under the CH, indemnify the depositor in all circumstances; it is left up to him to find the thief and to initiate legal action for the regaining of the stolen goods. In the CH, then, the significance of the proof that he has likewise suffered loss is greatly lessened in its bearing on his responsibilities as the depositary.

The close relationship between the ruling of the LE and that of the CH is obvious; moreover, it seems clear that that of the LE is more closely knit and consistent in itself and, therefore, can claim to be earlier than that of the CH. Indeed, the assumption is tempting that Hammurapi may have had before him some such law as the LE actually offer and that he may have amended it.

P. Koschaker, many years ago,¹³ subjected the §125 of the CH to an incisive analysis and found fault with the combination of two principles which are contained therein: namely, that of the depositary losing simultaneously with the depositor and that of negligence on the part of the depositary. His argument was briefly this: If negligence is made the guiding principle, what then, one must ask, is the sense of taking loss incurred by the depositary or lack of such loss also into consideration? In Koschaker's opinion the problem is solved if one can assume that CH §125 as quoted above is not a unit, but a mixture of earlier and later elements. He suggests that the original law to be posited ruled in about the following manner: "If a deposit is lost together with property of the depositary, no redress against the depositary is permissible. If, however, nothing but the respective deposit is lost, the depositary has to

¹³ l.c. 26ff.

indemnify the depositor." Into this archaically formalistic treatment of the case, Koschaker suggested, a redactor inserted the abstract idea of negligence and made the adjudication of the case dependent on that. Whatever one may think of Koschaker's argument — and its validity has indeed been doubted by some scholars — the fact remains that a law of precisely the kind which Koschaker had reconstructed has now emerged in the LE.

The oath which in Eshnunna the depositary has to swear (§37) consists of two parts. Only the first deals with his own loss, the second has to do with the suspicion which must inevitably have fallen upon him, namely that he himself might have defrauded the depositor of his property. This feature forms the bridge to the related law contained in Ex. 22:7f.: "If a man deliver unto his neighbour money or stuff to keep, and it be stolen out of the man's house, if the thief be found let him pay double; if the thief be not found, then the master of the house shall be brought unto God, to see whether he have put his hand unto his neighbour's goods." Here, obviously, the depositary himself is considered as the thief unless he clears himself by a solemn oath or an ordeal.¹⁴ This seems to be the most archaic treatment, of which traces linger on in the LE, although, on the whole, it has been modernized.

In the development of Ancient Near Eastern law, then, we would have to distinguish three steps in the treatment accorded the depositary who loses a deposit; for each step a different feature would be decisive, namely:

- (1) he is considered as the thief unless he clears himself by an oath or an ordeal (Code of the Covenant);

¹⁴ Cf. H. Cazelles, *Études sur le code de l'alliance* 66f.

- (2) he has suffered simultaneous loss and can therefore not be made liable for the loss of the depositor (LE);
- (3) he must indemnify the depositor, but can initiate action against the thief (CH).

Special Rules Limiting Sales and Purchases (§§38-41)

§38: A iii 23-25, B iii 7-9

A: šum-ma i-na at-ḫi-i iš-te-en zi-it-ta-šu a-na kaspim (24) i-na-ad-di-in

B: (7) šum-ma i-na at-ḫi-i iš-te-en zi-it-ta-šu a-na kaspim i-na-ad-di-in

A: a-ḫu-šu ša-ma-am ḥa-še-eh

B: (8) ù a-ḫu-šu ša-ma-am ḥa-še-eh

A: qá-ab-li-it (25) ša-ni-i ú-ma-la

B: (9) qá-ab-NE-it ša-ni-i-im ú-ma-al-la

"If one of (several) partners wishes to sell his share (in property owned by them jointly) and his associate wants to buy it, he shall (also) pay the price for the half of the other, i.e. the (third) associate."

§39: A iii 25-27, B iii 10-11

A: šum-ma awīlum i-ni-iš-ma (26) bī(t)-su a-na kaspim it-ta-di-in

B: (10) šum-ma awīlum i-ni-iš-ma bī(t)-su a-na kaspim it-ta-di-in

A: be-el bītim i-pa-ṭà-ar

B: be-el bītim^{tim} i-pa-ṭà-ar

"If a man becomes insolvent and has to sell his house, then the (original) owner shall (be entitled to) redeem it whenever the purchaser offers (it) for (re)sale."

§40: A iii 28-29, B iii 12-13

A: (28) šum-ma awīlum wardam amtam^a alpam ù ši-ma-am ma-la i-ba-šu-ú

(29) i-ša-am-ma

B: (12) šum-ma awīlum wardam amtam^a alpam ù ši-ma-am ma-la i-ba-aš-šu-ú

(13) i-ša-am-ma

A: na-di-na-nam la ú-ki-in

B: na-di-na-nam la ú-ki-in

A: šu-ma šar-ra-aq

B: šu-ma šar-ra-aq

a: sag.ir.gemé.

"If a man buys a slave, a slave girl, an ox or any other valuable goods but cannot (to the satisfaction of the court) identify the seller, he is a thief."

§41: A iii 30-31, B iii 14-16

A: (30) šum-ma ubarum^a na-ap-ṭà-rum ù mu-du-ú šikar-šu i-na-di-in

B: (14) šum-ma ubarum^a na-ap-ṭà-rum ù mu-du-ú šikar-šu i-na-ad-di-in

A: (31) sa-bi-tum ma-ḫi-ra-at i-la-ku

B: (15) sa-bi-tum ma-ḫi-ra-at i-il-la-ku

A: šikaram i-na-di-in-šum

B: (16) ši-ka-ra-am i-na-ad[[-ta]]-di-šum

a: u.bar

"If a metic, one awaiting redemption, or a temporary visitor wishes to sell his beer (ration), the sabītum shall sell the beer for him at the current rate."

Philological Remarks:

The difficulty of §38 arises from the expression qablīt šanīm mullūm, lit. "to fill (i.e. pay in full for) the middle (part) of the other one." Its literal meaning is enigmatic enough; it is still more difficult to establish what, in the given context, its technical legal meaning may be. The section, as the context reveals, deals either with the dissolution of a company or the disposal of a share in an inheritance. It seems that at least three persons are involved, called here the athū;¹ there is the seller (ištēn ina athī), the associate (aḫū-šū) who wants to buy, and at least one other person (šanūm). The same situation is found in the letter CT XXIX 9 b² where the writer tells the addressee: eqlum e-li a-ḫi-ia ka-bi-it KA-ab-li-it ša-ni-im lu-ma-al-li "the field places too much of a burden upon my brother, I want to pay for the qablītum of the other."

The solution of the problem -- and that solution which agrees best with

1 The noun athū "persons who are mutual brothers" implies at least three partners. If there were only two persons involved one would say aḫum aḫam and not ina athī ištēn.

2 Cf. Ebeling, RA 10 (1913) 27; Schollmeyer, RA 11 (1914) 79; A. Ungnad, Bab. Briefe No. 208.

the tenor of the whole group of laws -- seems to me this: the legislator wants a situation precluded in which one member of a partnership dominates the relationship by buying out his associates. When any partner increases his share by buying an additional share he, although paying in full, must cede proportional parts of the purchase to the other associates without receiving payment from them. The feminine qablītum, belonging to qablūm, means literally "middle" (adjective); as a noun it develops quite naturally the meaning "half"; cf. qa-ab-li-it ma-a-tim ù Ha-na^{meš} ka-lu-šu "half of the country and the whole tribe of the Haneans" ARM I 37 34f. The principle expressed should, of course, be generalized so as to cover any number of associates.

In §39 the key word is enēšum, literally "grow weak." The "weakness" -- as with the adjective enšum -- is not necessarily physical. The word may imply a lowered social prestige occasioned by an inferior economic position. This social sense of the term "weak" (enšum) as opposed to the "mighty, powerful" (dannum) is well known from the phrases by which, since the days of Urukagina, legislators state impartial justice as their chief duty. The economic implications of the term are brought out, e.g., in the letter BIN VII 53 27ff. where we read: qi₄-bi-šum-na 1 šiqil kaspam li-ša-bi-lam la e-ni-iš ap-pu-tum "tell him to have 1 shekel of silver brought to me. Please don't let me become insolvent!" The same connotation of enēšum is indicated in our law; the owner of a house is compelled by need of cash funds to sell his assets of real estate.³

The verb kunnum -- a denominative of kēnum "firm, certain, right" with the literal meaning "make firm, certain" -- which figures prominently in §40 is

3 The exact equivalent in Hebrew law is māk; see Lev 25:25, 35, 39, 47 in a context similar to ours.

the technical term employed when legal proof of past business transactions is to be furnished. This can be done in various ways: by submitting to the court the pertinent document, by producing the witnesses who were present when the business in question was transacted, and finally by swearing a solemn oath. In the first two cases kunnum is used, in the third burrum; both verbs -- as, e.g., in the MAL -- may be used combined in a hendyadis. With kunnum, which is usually construed with a personal object, the attention is focused upon persons and the manner in which they are involved in a legal situation.⁴ With burrum the clarification of specific actions is more important; hence it is mostly construed with the accusative of a thing.⁵

In LE §40 the person in whose possession movable property has been found is directed to show cause and to prove that he is the rightful owner of that property. He does that by naming the person from whom he acquired them (nādinānum, lit. "the giver (in an actual case)") either by presenting the pertinent documents or by producing witnesses before whom the ownership was transferred.

In §41 there appear three nouns ubarum, nap̄tarum and mūdūm obviously denoting three classes of people who are entitled to a beer ration. The first noun of the group, ubarum, is no longer in use in the language current in the days of Rīm-Sin or Hammurapi; it survived only as a proper name.⁶ Occurrences

4 See A. Walther, Das babylonische Gerichtswesen 223ff.; G. Lautner, Die richterliche Entscheidung 32ff.

5 See the references in Driver-Miles, The Assyrian Laws 517ff.

6 Spelled U-ba(r)-rum with the sign u which is otherwise not used in OB, and with (only graphic) doubling of r, both survivals of Old Akkadian practices. It reappears as ubru in Ugarit; see J. Nougayrol, Le palais royal d'Ugarit III (1955) p. 237; ubru < *ubaru with late syncopation which proves the short quality of the a.

in other texts show that it denotes the "metic," i.e. what in Hebrew is called gēr.⁷ The ubarum apparently has his domicile in a wabartum, the "(trading) station" -- well known in the Old Assyrian texts from Cappadocia -- a separate settlement outside the town and the protection of its walls, where foreigners live according to their own laws.

The second noun, nap̄tarum, is grammatically a nomen loci. The phenomenon that such nouns develop an abstract, and sometimes even a concrete, connotation is so common that examples can be dispensed with. The basic verb is paṭārum which means "redeem"; it is so employed in the LE as well as in the CH and frequently in OB letters.⁸ It seems that just as the ubarum belongs to the wabartum, the nap̄tarum belongs to the bīt nap̄tarim. The Mari letters (ARM II 72 36; 73 16; 129 15) have recently somewhat clarified its role. It appears that it is the place where people who await their redemption are kept and where they are occasionally joined by travelers from their respective countries.⁹ The previously known occurrences¹⁰ -- not quite as clear -- do at least not contradict.

The last of the three nouns, mūdūm, is not infrequent in Old Babylonian¹¹ and there can be no doubt about its being derived from the verb idūm (yd' or wd') "know." However, the usual meaning "he who has knowledge, expert"¹² seems not

7 B. Meissner, MAOG III/3 45; David, OLZ 1933 214 fn. 8.

8 CH §§32, 119, 281.

9 For a different opinion ("Gastfreund") see von Soden, Arch. Orient. XVII/2 371. Cf. also Landsberger, OLZ 1923 73.

10 Cf. A. Ungnad, BB p. 359; ABB p. 133; and now J. Nougayrol, Palais royal d'Ugarit III (1955) p. 80 16.239 l. 15.

11 CT IV 29c (= BB 262) 2,6; PBS VII 101 (= ABB 101) 13; VS XVI 21 (s. P. Kraus, Altbab. Briefe 79ff.) 19; TCL XVIII 91 13, 23.

12 CH III 17; VII 14, 25, 33, 55, 63; XXVI r 102; LIH 92 19; OE III 40 22, PBS I/2 9 29; VS VII 16 18. -- P. Jensen who first had seen in mūdūm a participle

to fit the particular context of §41. There it should denote a class of people of lower social standing, with less than full rights in the community. The mūdūm may be merely a visitor from outside, a citizen's "acquaintance" who enjoys for a limited time the privileges of hospitality and for whom the host who knows him and his circumstances stands responsible.¹³

The phrase maḥīrat illaku is well known from Old Babylonian documents.¹⁴ The underlying masculine maḥīrum¹⁵ is customarily translated by "(purchasing) price."¹⁶ This is not quite correct; "purchasing price" is šīmun in Akkadian. In order to be precise the semantic range of various Akkadian terms must be clearly marked out.

There is first the pair šīmun and tahḫum (see above p. 73). The first, like its Sumerian equivalent šám, is the "price" which was actually paid;

12 (continued) hof'al (this was adopted by A. Ungnad, see KU II p. 145) finally (ZA NF 1 124) came to derive it from md'. There is every reason to doubt for Akkadian the existence of a causative with h- prefix. The word is probably originally a nomen loci, cf. narāmum (= Sum. ki.ág) "favorite" and Ugar. md (from ydd) with the same meaning.

13 From J. Nougayrol's publication of the Akkadian tablets from Ras Shamra in *Le palais royal d'Ugarit III* (1955), which comes to hand at the last moment, we learn of the existence of the mūdē šarri and šarrati in Ugarit. Not having had time to study the volume at leisure, I would for the time being conjecture that, in the feudal age from which these documents come, the mūdē šarri is a refugee who has sought asylum at the court of Ugarit and is maintained by it.

14 VS VIII 36 9; 47/48 10; VS IX 189 9; PBS VII 3 15; 4 26. In *ana ittišu* 2 III 28f. we should probably likewise read maḥīrat illaku (instead of maḥīr illaku). The plural maḥīrātum is found CH XIV 60; BE VI/1 13 10; Sippar 10 19.

15 The vowel sequence a-ī in this word has been assumed because of Hebrew mehīr, supposedly a loanword from Akkadian (H. Zimmern, *Akkadische Fremdwörter* 18).

16 e.g., F. Delitzsch, HWB 404.

taḥḥum (<Sum. daḥ) denotes the "value" of a specific piece of property, i.e. the price which might be realized for it when sold. A similar pair are maḥīrum (= Sum. ganba) and karrum (Sum. kar);¹⁷ they are normative terms. Originally at least maḥīrum indicates the amount (weight) of silver for which a fixed quantity of goods could be bought, i.e. it denotes the "rate" of the price. The other term, karrum, inversely, refers to the quantity of goods which could be purchased for a weight unit of silver, i.e. the "course (of exchange)."¹⁸ The difference is so technical that maḥīrum tends to take over the meaning of karrum as well.

The §§38, 39, and 40 deal certainly with sales. In §§38 and 39 we read the term ana kaspim nadānum "to give for silver," or simply nadānum (§38 A 23 by mistake, §39 A 27 = B 11 intentionally); in §40 we find šāmum "to buy" and nādinānum "seller". It must be assumed that also in §41 nadānum stands for ana kaspim nadānum; perhaps the latter is even to be restored by conjecture. This is corroborated by the occurrence of the phrase maḥīrat illaku in the same section.

Commentary:

On the probable meaning of §38 see above.¹⁹

In §39 the possibility is envisaged that the owner of a house, owing to adverse financial circumstances, is compelled to sell. He is given the right to redeem this house in case the purchaser offers it again for sale.²⁰ No time limit is set, but it seems reasonable to assume that a time soon afterward is

¹⁷ See ana ittišu 2 III 11.

¹⁸ Neugebauer-Sachs, *Math. Cun. Texts* 106 fn. 276e; cf. also H. Lewy, *Orient.*

18 52ff.; A. Goetze, *Sumer* 7 152f.

¹⁹ A different explanation is proposed by M. David, *En nieuw-ontdekte Babylonische Wet* 16f.

²⁰ Cf. M. David, *l.c.* 14f.

visualized. The regulation tends to hold down speculation in real estate.

It is not altogether clear whether the right of redemption otherwise occurs in Old Babylonian documents. It seems to exist for parcels of land that formed part of an undivided estate after the division has been completed. If so, it probably applies to co-heirs who try to counteract the dispersal of their father's estate. It remains doubtful whether this right could be exercised at any time and if necessary enforced, or whether it became operative only when the present owner indicated his intention to dispose of such property.²¹

The right of the original owner to purchase back a house which he had sold himself is known in Jewish law. In a walled city it may be exercised within a year after the sale; for property in the open country no time limit is set (Lev. 25:29ff.). Apparently the original owner can enforce the re-purchase; at least the law does not make it dependent on the present owner's intention to sell again.

§40, in its abruptness, is not immediately intelligible. At first sight, it may seem as though it proclaims the abstract principle that every purchase has to conform to certain rules, and that he who violates the rules can be prosecuted as a thief. Such an interpretation is not likely; it would not be in keeping with the nature of these laws, which spring from actual legal cases. It is more likely that our section describes the risks which a purchaser runs should he transact business without due consideration to the proper forms. If and when his ownership of goods which he purchased is challenged he is open to the

21 A. Poebel, BE VI/2 pp. 14ff.; M. Schorr, VAB 5 119f.; see, however, M. San Nicolò, Schlussklauseln 10 fn. and the literature quoted there.

suspicion that he acquired them by theft.

The present law, then, envisages the possible intervention of a third party different from both seller and buyer, one who claims that the good in question is owned by him and was stolen from him. When such a claim is raised the buyer must be prepared to prove that he acquired the respective good in good faith. He does that by naming the person who sold it to him. The suspicion of theft then falls upon that person. He who proves unable to produce the previous owner, forfeits the good and is punished in accordance with the laws concerning theft.

The correctness of this interpretation is confirmed by the comparison of our section with CH §10; there the preceding §9 -- somebody finds property which he has lost in the possession of another man -- gives the background against which it must be interpreted. The history of the piece of property in question is traced; he who holds it must prove that he acquired it in good faith. In the case of purchase -- which may be taken as the typical case -- he does that by producing the seller (CH nādin iddinu-šum, LE nādinānum).

But at least formally CH §7 must likewise be compared. In detail the correspondences are as follows:

LE §40	CH §7
<u>šumma</u> <u>awīlum</u>	<u>šumma</u> <u>awīlum</u>
	<u>lū</u> <u>kaspam</u> <u>lū</u> <u>ḥurāṣam</u>
<u>wardam</u> <u>amtam</u>	<u>lū</u> <u>wardam</u> <u>lū</u> <u>amtam</u>
<u>alpan</u>	<u>lū</u> <u>alpan</u> <u>lū</u> <u>imneram</u> <u>lū</u> <u>imēram</u>
<u>u</u> <u>šīnam</u> <u>malā</u> <u>ibaššū</u>	<u>u</u> <u>lū</u> <u>mimma</u> <u>šum-šu</u>
	<u>ina</u> <u>qāt</u> <u>mār</u> <u>awīlim</u> <u>u</u> <u>lū</u> <u>warad</u> <u>awīlim</u>
<u>išām-ma</u>	<u>bālum</u> <u>šībī</u> <u>u</u> <u>riksātim</u>

nādinānam lā ukiništāmšū-ma šarrāqawīlum šū šarrāqiddāk

"If a man buys

"If a man buys

either silver or gold

a slave, a slave girl,

or a slave or a slave girl

an ox

or an ox or a sheep or a donkey

or any other valuable good

or whatever it may be

from a free-born man or the slave of a man

but cannot identify the
seller

without witnesses and formal contract,

he is a thief."

that man is a thief

and will be killed."

P. Koschaker held²² that CH §7 becomes meaningful only when held together with §§9-13²³ and that it posits the principle that any transaction in which goods change hands requires the presence of witnesses and (or?) a formal contract. If this is so, the same must be claimed for LE §40. Koschaker's view has been opposed by Driver-Miles²⁴ who maintain that the words ina qāt mār awīlim u lū warad awīlim limit the provision to goods acquired from a minor or a slave. In view of the contrast between mār awīlim and warad awīlim "free-born man" and "slave" in the sense of a social distinction (which is frequently found in the

22 Rechtsvergleichende Studien zur Gesetzgebung Hammurapis 73ff.

23 According to Koschaker, l.c., they contain interpolations.

24 The Babylonian Laws I pp. 80-86.

text of the CH²⁵ and which in Koschaker's opinion applies also here) the argument²⁶ is unconvincing. The comparison of CH §7 with LE §40 renders it still more so; in the LE no special seller is mentioned -- as, e.g., one still a minor -- only the seller generally speaking in that particular case. Moreover, it may be doubted whether a minor is legally capable of transacting business in his own right.

The group of paragraphs of the CH, then, deal with what Koschaker, employing a term of mediaeval German law, calls "anefang", the principle of which is clearly stated in §10, thus: "If the purchaser cannot produce the seller who sold him (the good) or the witnesses in whose presence he bought (it), but (if, on the other hand,) the owner of the lost good produces witnesses who identify the good, then the purchaser is a thief and shall be put to death."

With respect to §41 the fact must be remembered that the sabītum -- see above on §15 -- held a monopoly on the liquor trade. Attention must also be paid to the suffix in šikar-šu "his beer," i.e. beer belonging, or due to, the enumerated persons. This suffix motivates the other suffix -šum of the final inaddin-šum of the section, which therefore can only mean "for him" (not "to him"). The translation offered above assumes that the beer in question is part of the rations due to an ubarum, a naptarum or a mūdūm. It remains obscure who provides these people with rations and why. Did they work for the community or the state

25 CH §§7, 116, 196, 205, 251; cf. also §207 where the contrast is mār muškēnim. In the same way mārat awīlim §209 contrasts with mārat muškēnim §211; in §176 mārat awīlim clearly denotes a social class.

26 Driver and Miles themselves cannot, and do not, deny that in certain cases mār awīlim (and mārat awīlim) refer to a class and denote "free-born man (woman)". It follows that the notion of a "minor" should have been expressed by a qualifying adjective; note mār awīlim šeḫram §14.

and thereby support themselves? It is not clear either what prevents them from receiving the beer themselves. Were they, under special rules covering their status, prohibited to do so? However this may be, the sabītum is instructed to sell for them at current prices the quantities of beer due them and no doubt hand along to them the proceeds of such sales.²⁷

²⁷ The explanation suggested by Miles and Gurney, Arch. Or. XVII/2 186, seems unlikely to me.

Bodily Injury (§§42-48)

§42: A iii 32-34, B iii 17-20

A: (32) šum-ma awīlum ap-pé awīlim iš-šu-uk-ma

B: (17) šum-ma awīlum ap-pé awīlim iš-šu-uk-ma

A: it-ta-ki-is (33) l ma-na kaspam išaqqal^a

B: it-ta-ki-is (18) l ma-na kaspam išaqqal^a

A: īnum l ma-na šinnum 1/2 ma-na (34) uz-nu 1/2 ma-na

B: (19) īnum l ma-na šinnum 1/2 ma-na uz-nu 1/2 ma-na

A: me-ḥe-eš le-tim 10 šiqil kaspam išaqqal^a

B: (20) me-ḥe-eš le-tim 10 šiqil kaspam išaqqal^a

a: i-lal-e.

"If a man bites the nose of a(nother) man and severs it, he shall pay 1 mina of silver. (For) an eye (he shall pay) 1 mina, (for) a tooth 1/2 mina, (for) an ear 1/2 mina, (for) a slap in the face he shall pay 10 shekels of silver."

§43: A iii 35-36, B iii 21-22

A: (35) šum-ma awīlum ú-ba-an awīlim it-ta-ki-ísB: (21) šum-ma awīlum ú-ba-an a-wi-lim [it-t]a-ki-ísA: (36) 2/3 ma-na kaspam išaqqal^aB: (22) [x m]a-na kaspam išaqqal^aa: i-lal-e.

"If a man severs a(nother) man's fingers he shall pay 2/3 of a mina of silver."

§44: A iii 36-37, B iii 23-24

A: šum-ma awīlum a-wi-lam i-na ik/g-x x (37) ís-ki-im-maB: [šum-ma awīlum]a-wi-lam i[-na i]s-ki-in-maA: qā(t)?-su iš-te-ber₅ 1/2 ma-na kaspam išaqqal^aB: (24) [. kasp]am išaqqal^aa: i-lal-e.

"If a man throws a(nother) man to the floor in an altercation(?) and breaks his hand(?) he shall pay 1/2 mina of silver."

§45: A iii 38, B iii 25

A: (38) šum-ma šēp-šu iš-te-ber₅ 1/2 ma-na kaspam išaqqal^aB: (25) [.]išaqqal^aa: i-lal-e.

"If he breaks his foot, he shall pay 1/2 mina of silver."

§46: A iii 39-40

A: (39) šum-na awīlum a-wi-lam im-ḥa-aš-ma ḥa-x-x-šu iš-te-ber₅ (40)2/3 ma-na kaspam išaqqal^aa: i-lal-e.

"If a man assaults a(nother) man and breaks his, he shall pay 2/3 of a mina of silver."

§47: A iii 40-41

A: šumma awīlum i-na x x x -tim (41) awīlam i-še-el 10 šiqil kaspam
išaqqal^aa: i-lal-e.

"If a man injures(?) a(nother) man accidentally(?), he shall pay 10 shekels of silver."

§48: A iii 42-44, B iv 1-3

A: (42) ù a-na x x x iš-tu 1/3 ma-na a-di 1 ma-naB: [.] ma-na a-di 1 ma-naA: (43) awīlam di-nam ú-ša-ḥa-zu[-š]u[-ma]B: (1) [awīlam di-nam] ú-ša-ḥa-zu-šu-maA: (44) a-wa-at na-pí-iš-[tim]B: [(3) a-wa-at na-]pí-iš-tim a-na šarrim-ma

"And in addition(??) (in cases of assault involving penalties) from 1/3 of a mina to one mina, they shall try the man. If death has resulted, the case is referred to the king."

Philological Remarks:

For §§44-47 we possess -- except for insignificant traces in B -- only the one copy A, and this is very hard to read. No wonder, then, that several words remain uncertain or entirely undeciphered.

In §44, ik/g-x-x seems to conceal either a fi'l formation¹ or a noun like ikribum (from krib).² The meaning "altercation" can only be guessed at from the context.

In §47, I read on the original i-še-el; although I know of no other occurrence of a verb šēlum, I feel that -- other things being equal -- a reading based on autopsy can claim precedence over readings made from photographs (Arch. Or. XVII/2 372). At any rate, the verb must belong in the semantic sphere "injure." If šēlum is correct, the etymon may be furnished by Arab. shl "écorcher, frapper, injurier."

Of the two variants is-ki-im-ma (A) and is-ki-in-ma (B) in §44 one must be wrong. It seems that the scribe of B has wrongly dissolved the mm thinking that it should be the result of assimilation of a final -n of the verb to the m of the particle -ma; cf. šakim-ma < šakin-ma etc. The verb in question is certainly sakāb/pum. The question that arises is rather whether p as well as b may be assimilated in this fashion or whether the assimilation is admissible only with a voiced b. It is true that a form like i-sā-ki-pa-am RA 27 149 20 seems to establish p as third consonant for OB, but it is equally true that the related words of the other Semitic languages (Hebrew škb, Arab. skb, etc.) show a b as third consonant.

1 One might think of egērum "cross, entangle." The ek[-le-tim] "in the dark" of de Liagre Böhl (JEOL 11 104 fn. 39) seems to me rather unlikely.

2 In this case, the word might be connected with gerūm "quarrel, fight."

Commentary:

The subject of this group of laws is bodily injury. It may be the consequence of a flare-up between two persons -- this is the case in §§42 and 43 -- or it may be the unintentional result of some action of violence committed in the course of a fight between two parties -- this seems to be the case in §§44 (and 45).³ The following §46 adds an aggravating circumstance which results in a stiffer penalty. It corresponds to the additional imḥaṣ(-ma) "he hit, assaulted"; in other words, it is premeditated and we deal here with "battery."⁴ In contrast with §46, an alleviating circumstance is introduced by §47; this is suggested by the lightness of the penalty imposed; it may well be accidentality. Unfortunately the decisive word is mutilated.

The penalties imposed vary in §§42-45 according to the part of the body injured. Comparison of their list with the similar enumerations in the HC (§§7ff.), in the Hebrew Laws (Ex. 21:23ff.; Deut. 19:21) and in the CH (§§196ff.) is instructive:

LE	HC	Ex./Deut.	CH
nose (§42)		<u>næfæš</u> ⁵	

3 With the undeciphered i-na ik/g-x-x compare ina risbātīm "in a brawl" CH §206, explained by "unknowingly" i.e. "without premeditation" (recalling bi-blī-da'at Deut. 19:4), and furthermore Hitt. šullannaz HC §§1 and 2 and §§V and VI.

4 Analogously we have in Ex. 21:12 makkē...wā-mēt "he hits a man so that he dies" where the contrast with the following lō šādā wē-hā-'aelōhīm 'innā lē-yādō "he does not lie in wait and God activates(?) his hand" shows that the assault was planned. The similar Hittite phrase walahzi...naš aki "he hits and he (i.e. the attacked) dies" HC §§3ff., however, is qualified by keššaraš-šiš waštai "his hand sins" (cf. the Hebrew phrase just quoted!), hence seems to point to lack of premeditation.

5 Usually translated "soul," but originally "breathing organ > breath"; cf. Akk. napištum "throat" and "soul".

LE	HC	Ex./Deut.	CH
eye (§42)	eye (§7f.) ⁶	eye	eye (§§196, 198f.) bone (§197)
tooth (§42)	tooth (§7f.)	tooth	tooth (§200f.)
ear (§42)			
cheek (§42)	head ⁷ (§9f.)		cheek ⁸ (§202ff.)
finger (§43)			
hand (§44)	hand (§11f.)	hand	
foot (§45)	foot (§11f.)	foot	
	nose (§13f.)		
	ear (§15f.)		

The CH and the Covenant Code seem more closely related to each other, inasmuch as they both⁹ retain the jus talionis; in the LE and the HC it is replaced by fines. The two last-mentioned documents exhibit not only a remarkable uniformity with regard to the parts of the body which they specifically mention, in the case of the nose and of the eye, at least, also the penalties are identical. The order of the parts injured differs slightly, but the biting of the

6 The Hittite text does not mention the "eye," but it is implied by the verb dašuwah- which, since Ehelolf, KLF 1 394, we know to mean "to blind."

7 The Hittite phrase is SAG.DU-ZU huniki which Hrozný translated "sa tête (quelqu'un) frappe". This translation has to be maintained against that of Sturtevant (Chrest. 213: "has a man's head bewitched"). The action corresponds with Akk. lētam mahāsum, lit. "strike the cheek, slap the face."

8 In the CH this theme is continued through four sections, the victim being of different social status.

9 This archaism in the Laws of Hammurapi is remarkable.

nose¹⁰ which strikes us as peculiar appears in both.

The §48 is difficult to explain. It seems connected with §§42-47, but nevertheless the final clause¹¹ seems to widen the area covered by them.

In none of these cases had life been lost, and the offender's life had not been in jeopardy. Hence the expression āwat napištim, literally "case of (involving) life" must bring in something new, probably homicide. The section seems also to make a distinction between two classes of bodily harm according to the height of the penalty imposed. For such cases as carry penalties from 1/3 to 1 mina the legal procedure known as dīnam šūhuzum, literally "let somebody (acc.) seize trial,"¹² is prescribed. This should mean that for lighter cases it was not considered necessary to institute such formal proceedings. Do we have to assume that for these cases a kind of "police court" existed? On the other hand, when life had been lost, and thus an āwat napištim existed, the culprit had to be tried before the king.

10 If one had any doubts as to the applicability of the meaning "bite" to wak- in §13 of the Hittite code, they are dispersed now. The Akk. phrase appē našākum is strikingly parallel. In the meantime a still older parallel has turned up in the Sumerian Code of Ur-Nammu published by Kramer and Falkenstein Orient. 23 (1954) 40-51; there §18 (ll. 339-344).

11 There is no doubt that a-wa-at na-pí-iš-tim a-na šarrim-ma is a clause in which a-wa-at na-pí-iš-tim is the subject and a-na šarrim the predicate marked as such, as often, by the particle -ma.

12 For the phrase and its implications see particularly G. Lautner, Die richterliche Entscheidung 25ff.

Slaves (§§49-52)

§49: B iv 4-5

B: (4) šum-ma awīlum i-na wardim^a šar-qí-im amtim ša-ri-iq-tim (5) it-ta-aš-ba-at warad^a warad^a amat amat i-re-ed-de
 a: sag.ir.

"If a man is caught with a stolen slave (or) a stolen slave girl, he shall surrender slave for slave (and) slave girl for slave girl."

§50: A iv 1-7, B iv 6-10

A: [. (2) te-ler-tim (3) [.]
 B: (6) šum-ma šakkanakkum^a ša-pir₆ nārim be-el te-er-tim ma-la i-ba-aš-šu-ú
 A: wardam^b ha-al-qá-am (4) [amtam ha-li-iq-tam] alpam ha-al-qá imēram
ha-al-qá-am
 B: (7) wardam^b hal-qa-am amtam ha-li-iq-tam alpam hal-qa-am imēram hal-qa-am
 A: (5) i[š-ba-alt-ma [a-n]a Èš-nun-na^{ki} la ir-di-a-am-ma
 B: (8) ša ēkallim^{lim} ù muškēnim^c iš-ba-at-ma a-na Èš-nun-na^{ki} (9) la ir-di-a-am
 A: (6) i-na bīti-šu-ma ik-t[a-la]
 B: i-na bīti-šu-ma ik-ta-la
 A:
 B: u₁-mi se-bé warham l-kam (10) ú-še-te-eq-ma^d
 A: ēkallum^{lum} šu-ur-qá-am (7) it-ti-šu i-ta-wi
 B: ēkallum^{lum} šu-ur-qa-am it-ti-šu i-ta-wi

a: gir.níta. b: sag.ír. c: maš.kak.en; ša ēkallim u muškēnim is missing in A; cf. footnote 6 below. d: Thus with von Soden, Arch. Orient. XVII/2 372.

"If the vicegerent, the canal commissioner (or) whatever official(?) there may be, seizes a lost slave, a lost slave girl, a lost ox (or) a lost donkey belonging to the palace or a muškēnum and does not surrender it to Eshnunna but keeps it in his own house, if he let pass seven days in a month, the palace will indict him for theft."

§51: A iv 7-9, B iv 11-13

A: wardum^a ù amtum ša Èš-nun-na^{ki}

B: (11) wardum^a ù amtum ša Èš-nun-na^{ki}

A: (8) ša ka-an-nam maš-ka-nam / ù ab-bu-ut-tam ša-ak-nu

B: ša ka-an-nam ma-aš-ka-nam (12) ù ab-bu-ut-ta-am ša-ak-nu

A: (9) abul^b Èš-nun-na^{ki} ba-lum be-lí-šu ú-ul uš-ší

B: (13) abul^b Èš-nun-na^{ki} ba-lum be-lí-šu ú-ul uš-ší

a: sag.ír. b: ká.gal.

"A slave or a slave girl of Eshnunna which is marked with a kannum, a maškanum or an abbuttum shall not leave the gate of Eshnunna without its owner's permission."

§52: A iv 10-13, B iv 14-16

A: wardum^a ù amtum ša it-ti mār šī-ip-ri-im (11) na-aš-ru-ma

B: (14) wardum^a ù amtum ša it-ti mār šī-ip-ri-im na-aš-ru-ma

A: abul^b Èš-nun-na^{ki} i-te-er-ba-am

B: (15) abul Èš-nun-na^{ki} i-te-er-ba-am

A: (12) ka-an-nam maš-ka-nam ù ab-bu-tam iš-ša-ka-an-ma

B: ka-an-nam ma-aš-ka-nam (16) ù ab-bu-tam iš-ša-ak-ka-an-ma

A: (13) a-na be-lí-šu na-ṣer

B: a-na be-lí-šu na-ṣe-er

a: sag.ír. b: ká.gal.

"A slave or a slave girl which has entered the gate of Eshnunna in the custody of a (foreign) envoy shall be marked with a kannum, a maškanum and an abbuttum but remain in the custody of its master."

Philological Remarks:

The difficulty of §49 rests on the interpretation of the phrase sag.ír sag.ír gemé gemé i-re-ed-de. As far as the verb is concerned no interpretation¹ seems acceptable which would assign to it a meaning different from irdiam in §50 and out of keeping with the ireddē of §§3, 4, 10. Subject is necessarily the man with whom the slaves are found; he is supposed to "drive" them either to the authorities or to their rightful owner. For this use of redūm (object slaves) see, e.g., CH VIII 55, 63; PBS VII 100 29; LIH 89 21; the Hittite equivalent is uwate-, cf. HC §20ff.² The repeated nouns cannot be taken, one as a nominative

1 Von Soden, Arch. Or. XVII/2 372, asserts: "Der Nachsatz dieses Paragraphen muss heissen: ...'der Sklave wird einen (weiteren) Sklaven, die Sklavin eine (weitere) Sklavin führen'". This is unsupported and in my opinion unjustified.

2 Here used of taking away a stolen or fugitive slave. Cf., with reference to stray animals: na-an LUGAL-an a-aš-ka u-un-na-i "he drives it (the animal) to the king's gate" §71; and also LUGAL-an a-aš-ki ú-wa-da-an-zi "they bring it to the king's gate" §187.

and the other as an accusative; they must be both in the same case. In all probability they are in the absolute state, much like, e.g. in Old Assyrian [a-na] kà-ar kà-ar-ma "to kārum by kārum; every single kārum" BIN VI 120. It is most likely, then, that the phrase is to be translated: "he shall drive (to the owner) slave for slave, slave girl for slave girl." For the legal interpretation, see the Commentary below.

At the beginning of §50 some high officials are enumerated: the šakkanakkum, the šāpir nārim and bēl tērtim "as many as there are." There certainly was only one šakkanakkum and one šāpir nārim in any individual town. The term bēl tērtim — literally "master of authority" — might be taken as a general term, or it might refer to a special branch of the government,³ either of a judicial or a religious character.

The šakkanakkum⁴ is in Old Babylonian times the head of the royal administration in a town, the local representative of the king, his "vicegerent." The šāpir nārim who occurs not infrequently⁵ is probably in charge of the open country located on certain canals and irrigated from them. The sequence here indicates that he ranks below the šakkanakkum. It is hardly fortuitous that royal officials are mentioned here where slaves of the palace,⁶ and of a

3 Cf. awīlu šūt tērētim PBS V 100 i 2 with the "judges of Nippur" following.

4 See A. Walther, Das altbabylonische Gerichtswesen 127; Förtsch, ZA 31 (1917) 160ff.; Krückmann, article Beamter in RLA I 442, 445. No doubt the word is of Sumerian origin and contains the -a(k) of the Sum. genitive at its end.

5 See Krückmann, l.c. 445. [The reading ša-pir₆ nārim -- see Arch. Orient. XVII/2 372 -- was given by me at the Int. Congress of Orientalists at Paris, July 27, 1948].

6 The qualification ša ēkallim u muškēnim, omitted in text A, must have formed part of the original text, as the re-appearance of ēkallum in the final sentence shows.

muškēnum apparently attached to the palace, are dealt with.

The noun abbuttum, found in §51 together with kannum and maškanum, has already occasioned a voluminous literature. The last contributions are those of F. R. Kraus, *Orient.* 16 (1947) 189ff, E. Szlechter, *Arch. Or.* XVII/2 (1949) 39ff., and Driver-Miles, *Bab. Laws I* (1952) 306ff., 422f.⁷ The passage in our laws confirms anew the similarity of abbuttum and maškanum. The passage also proves that kannum, maškanum and abbuttum are marks which can easily be put onto a person⁸ and presumably as easily removed.⁹ It is thus fairly clear that the marking does not consist, as had been supposed, in shaving off the hair, still less in branding or tattooing. All investigators have been misled by the assumption that gullubum must mean "shave (off)"; it can be shown, however, that the original meaning of the verb is merely "clear away."¹⁰ We thus must return to the view held by P. Koschaker¹¹ that abbuttum denotes a mark in the shape of a ring or a tag which was fastened by means of a chain to the body of the slave.

The second noun maškanum is closely associated with abbuttum elsewhere, both being explained by birītu "chain."¹²

7 The earlier literature is quoted there. We deal here primarily with the meaning of the term in Old Babylonian; its occurrences in Neo-Babylonian are only of secondary importance for our purpose.

8 The affected person is added to abbuttam šakānum in the accusative: "to provide somebody with an a." This makes the passival construction found in §§51, 52 possible.

9 abbuttam gullubum; the affected person is added to abbuttam in the genitive.

10 YBT XI 5 I 56ff.: ši-sú-úr-ra-am ù gé-er-bi a-na-a-sà-aḥ ú-mi-sí-šu-ú-ma i-na me-e ka-sú-tim ta-a-ra-a-sà-an ši-sú-úr-ra-am e-ḥe-e-pe-e a-ga-al-la-ab er-ri e-ḥe-ep-pe a-ma-ra-aq. Cf. JCS 1 83 fn. 12.

11 *Rechtsvergleichende Studien zur Gesetzgebung Hammurapis* 201ff.; cf. furthermore M. David, *Adoption* 48ff.

12 K 3291 (Bab. 7 pl. 13) obv. 48, rev. 31.

The first noun of the group, kannum -- the spelling in the LE assures the reading with k -- fits well in this context. On the one hand, it occurs in HAR-ra = hubullu 19 (V R 14f.) dealing with articles of clothing etc. in the immediate neighborhood of qu-ú "rope" (V 51); on the other hand, in the 6th tablet of the same series¹³ l. 194 and in its commentary, preserved on K 242 (II R 22 No. 1) between words for "noose" (l. 193),¹⁴ "snare" (l. 195),¹⁵ "(bear's, etc.) trash" (ll. 196ff.),¹⁶ "(bear's) collar" (ll. 199ff.).¹⁶ In the commentary kannu is explained as qu kip-lum "rope twisted together from various strands." Hence, there is little doubt that kannu is a piece of string which slaves wore around their necks.¹⁷ Such slave collars are otherwise known to us from antiquity.¹⁸

A mār šiprim is not merely a "messenger." He is a man of high rank who carries messages and in many cases also gifts of a foreign ruler to the court of the king. His position, of course, depends on the importance of his master. The mār šiprim is amply attested not only in the Amarna correspondence and the documents from Boğazköy,¹⁹ but already in the Mari letters. His role corresponds to

13 Zimmern, MAOG 4 252ff.

14 giš.gam.sa.dù = tillatu.

15 giš.eš.sa.dù = naḫbalu; cf. F. Delitzsch, SGL s.v. eššadu; P. Jensen, KB VI/1 426; B. Meissner, MAOG XI 1/2 32.

16 B. Landsberger, Fauna 81.

17 Or on the forehead? For association of the abbuttum with the forehead see particularly F. R. Kraus, Orient. NS 16 181.

18 See the references given by P. Koschaker, Rechtsvergl. Stud. 203, fn. 12.

19 See V. Korošec, Hethitische Staatsverträge 48f.

that of a modern "envoy" or "ambassador" with the difference that he was not permanently stationed at a certain court, attending there to the relations between his lord and that court, but that he traveled back and forth, with power limited to specific affairs.

Commentary:

§49 deals with the recovery of a stolen slave. At first sight, one is surprised that no punishment seems to be inflicted on the man caught with the stolen slave; that he has merely to give up that slave. It seems unthinkable that theft, as it is implied by the adjectives šarqum and šariqtum accompanying the words for "slave" and "slave girl," would not have been penalized rather severely. On closer examination it appears that the section of the laws is primarily interested in the disposition of the slave and the reparation of the damage inflicted on the owner of the slave. It goes without saying that the man in whose house the slave is found will have to account for his presence; if he proves to be the thief he may face the death penalty. This is at least the law of Babylon: "If he (who finds the slave) detains this slave in his house and afterward the slave will be found in his hands, that man will be put to death" (CH §17).

The closest parallel to the LE is encountered in the Code of Lipit-Ishtar²⁰ §12f: "If the slave or the slave girl of a man flees within the town and the fact has been established that he lived in the house of a(nother) man

20 See before Steele, AJA 52 (1948) 437f. (= Univ. Museum Monographs 1948), Ungnad, Zeitschr. der Savigny-Stiftung, Roman. Abt. 41 (1920) 189; B. J. Siegel, Slavery during the Third Dyn. of Ur (American Anthropologist NS 49 1/2 1947), who thinks that there was no fine whatever, is obviously mistaken.

for one month, he (that other man) will give a slave like the slave.²¹ If he has no slave, he shall pay 15 shekels of silver." The contexts make it clear that the owner of the run-away slave receives, in addition to his own, another slave. In Hittite Asia Minor in an analogous case (HC §24) the man who harbors a fugitive has to pay the wages a man would earn in one year, presumably to the slave's owner, and one may safely assume that he must also surrender the slave.

The case of §50 is more specialized; it deals with a run-away slave of the palace or of a muškēnum (attached to the palace),²² and the culprit who tries to keep the slave (or the animals which here are also mentioned) for himself is a high official. If he keeps them for more than seven days he is prosecuted for theft. Compare CH §16: "If a man harbors(?) a run-away slave of the palace or of a muškēnum in his house and does not hand him over on the herald's call, that house-owner will be killed."

The §51, formulated as a prohibition, is to be compared with CH §15: "If a man helps a slave or a slave girl of the palace, or a slave or a slave girl of a muškēnum to leave the gate, he will be put to death." The section of the LE under discussion is both wider and more specific. It includes all slaves "of Eshnunna," i.e. belonging to citizens of Eshnunna; it adds that free movement is possible with the express permission of the slave's owner, and finally it defines the notion "slave" more precisely by stating that a slave is recognizable by the special marks he wears. According to §52 slaves of foreign envoys must also be marked in that way and are likewise subject to the rules which restrict the free movement of members of their class.

21 sag.sag-gim seems to correspond to our sag.îr sag.îr gemé gemé.

22 The same relationship of the muškēnum to the palace in connection with slaves recurs CH §§15, 16.

Damage Caused by Animals or Falling Masonry (§§53-58)

§53: A iv 13-15, B iv 17-19

A: šum-ma alpum alpam ik-ki-im-ma (14) uš-ta-mi-itB: (17) šum-ma alpum alpam ik-ki-im-ma uš-ta-mi-itA: ši-im alpim ba-al-ti ù taḥḥi alpim mi-timB: (18) ši-im alpim ba-al-tim ù taḥḥi alpim mi-timA: (15) be-el alpim ki-la-la-an i-zu-uz-zuB: (19) [be-el alpim ki-la-al-la-an i-zu-uz-zu]

"If one ox gores a(nother) ox and causes its death, both ox owners shall divide (between them) the price (realized from the sale) of the live ox and the value of the dead ox."

§54: A iv 15-18, B iv 20

šum-ma alpum nakkābe^{b^a} -ma (16) ba-ab-tum a-na be-lí-šu u-še-di-ma alap-šu
la pa-ši-ir-ma (17) awīlam ik-ki-im-ma uš-ta-mi-it be-el alpim (18) 2/3
ma-na kaspam išaqgal^b

a: see phil. remarks. b: i-lal-e.

"If an ox is known to gore habitually and the ward authorities have had (the fact) made known to its owner, but he does not have his ox dehorned(?), it gores a man and causes (his) death, then the owner of the ox shall pay 2/3 of a mina of silver."

§55: A iv 18-19

šum-ma wardam^a ik-ki-im-ma (19) uš-ta-mi-it 15 šiqil kaspam išaqgal^b

a: sag.ir. b: i-lal-e.

"If it gores a slave and causes (his) death, he shall pay 15 shekels of silver."

§56: A iv 20-23

(20) šum-ma kalbum^a še-gi-ma ba-ab-tum a-na be-lí-šu (21) ú-še-di-ma kalab^a-šu la iz-zu-ur^b-ma (22) awīlam iš-šu-uk-ma uš-ta-mi-it (23) be-el kalbim^a 2/3 ma-na kaspam išaqqal^c

a: ur.zír. b: Thus with von Soden, Arch. Orient. XVII/2 373. c: i-lal-e.

"If a dog is vicious and the ward authorities have had (the fact) made known to its owner, but he does not keep it in, it bites a man and causes (his) death, then the owner of the dog shall pay 2/3 of a mina of silver."

§57: A iv 23-24

šum-ma wardam^a (24) iš-šu-uk-ma^b uš-ta-mi-it 15 šiqil kaspam išaqqal^c

a: sag.ir. b: Text erroneously ik-ki-im-ma. c: i-lal-e.

"If it bites a slave and causes (his) death, he shall pay 15 shekels of silver."

§58: A iv 25-28

šum-ma i-ga-rum i-qa-am-ma ba-ab-tum a-na be-el i-ga-ri (26) ú-še-di-ma i-ga-ar-šu la ú<dan>-nin-ma (27) i-ga-rum im-quí-ut-ma mār awīlim uš-ta-mi-it (28) na-pí-iš-tum ší-im-da-at šar-ri-im

"If a wall is threatening to fall and the ward authorities have had (the fact) made known to the owner of the wall, but he does not strengthen the wall, the wall collapses and causes the death of a free-born man, then life (is in

jeopardy) (and the offence falls under) the jurisdiction of the king."

Philological Remarks:

The forms ik-ki-im-ma (§53) and i-qa-am-ma (§58) show the last consonant of the root assimilated to the nasal of the particle -ma. As with is-ki-im-ma above (§44) the question arises as to whether the labial was voiced or voiceless. The question is difficult to decide, since only forms with a after the labial would yield unambiguous spellings; such forms are rare and contain sometimes pa and sometimes ba. The etymologies do not yield decisive results either; the WS and SS cognate ngp¹ shows a different k-sound; Arab. qāba "déraciner" (if the equivalent of the Akkadian word) shows b. On the assumption that only b is assimilated,² I have posited for the words in question voiced labials.

For tahhum and šimūm see above p. 73.

The reading nakkābē in §54 -- i.e. the absolute state of nakkābūm as it is found with the spelling na-ak-ka-bé-ma CH XXI r 53 -- renders the ideogram which consists of a double UL, one above the other. I take this to be identical with two juxtaposed UL's, for which see ŠL 441:54 sub f.

The phrase ba-ab-tum a-na be-lí-šu ú-še-di-ma with its perfectly clear and unambiguous forms clarifies -- if that was still necessary -- the ambiguous ba-ab-ta-šu ú-še-di-šum of the corresponding section of the CH (XXI r 55f. = §251). Both bābtē-šu and bābtum must be taken as nominatives and as subjects in the respective phrases. Hence the translation of A. Ungnad "(das Rind)

1 Cf. Th. Nöldeke, Neue Beitr. zur Sem. Sprachwissenschaft 197.

2 Cf. irum-ma for irub-ma frequent, ni-id-bu-um-ma for nidbub-ma CT XXIX 8 b 6.

hat seinen Fehler ihm gezeigt"³ must be rejected; the view of Koschaker and Landsberger that bābtum is a group of people and means "Quartier, Bezirk" and the people in charge of it,⁴ is fully confirmed.

It must be added that the phrase X (Z) ana Y uṣēdī "a person X (or a group of persons) (nom. and subject) a thing Z (acc. and object)⁵ to (ana!) a(nother) person Y uṣēdī" is different in its structure -- and therefore also in its meaning -- from "X causes Y to know (uṣēdī) Z."⁵ The person to know (or made to know) is expressed by a dative. The basic phrase is not "Y knows Z" but "Z⁵ is known to Y (dative)."⁶ As with all Š forms accompanied by only one object, the meaning is passival: "X caused Z to be known to Y." In our context this yields a very precise sense; the owner of the ox (the dog, the wall) had not only been notified about the fact that his ox (dog, wall) endangered others, he had been made to acknowledge that he knew about it.⁷

3 Hammurabis Gesetz 2 125; cf. furthermore P. Koschaker, *Rechtsvergleichende Studien zur Gesetzgebung Hammurapis* 38f. fn. 27.

4 P. Koschaker, l.c. 222; Landsberger, *ZA NF* 5 293; *ana ittišu* 142ff. Now also Driver-Miles, *Bab. Laws I* 241ff.

5 Or "a fact concerning Z"; in the CH the subject is the sentence kīma nakkābū "(the fact) that it (the ox) is a gorer."

6 Cf. a-ma-at-ki a-na-ku-ū i-de-e-ku "it is known about me that I am your slave girl" VS XVI 55 4f.

7 The translation of Landsberger apud G. Bergsträsser, *Einführung in die semitischen Sprachen* (1928) "und dass er stössig ist, seine Sippschaft ihm gemeldet hat" is not yet quite accurate. Neither is that of W. Eilers, *Die Gesetzesstele Chammurabis* (1932) 50 "als stössig es sein 'Tor' ihm bekanntgegeben" or of Dossin, *RA* 31 (1934) 87 "alors que sa 'Porte' lui a fait savoir que (son boeuf) frappait de la corne." Meek (apud J. B. Pritchard, *ANET* 176) translates: "and his city council made it known to him that it was a gorer."

The stative pa-ši-ir⁸ causes philological difficulties. To overcome them a closer comparison of the related laws contained in the other law codes is of value. Not only in the LE, but also in both the CH (§251) and in the Covenant Code (Ex. 21:39) three steps can be observed: (1) an official warning; (2) lack of precautions in spite of the warning; (3) the fatal accident. Moreover, they are expressed partially in remarkably similar language. Here are the correspondences:

(1) bābtum ana bēli-šū ušēdī-ma (LE)

bābtē-šū ušēdī-šum (CH)

hū'ad bi-b'ālāu (Ex.)⁹

(2) alap-šū lā pašir-ma (LE)

qarnī-šū lā ušarrim alap-šū lā usanniq-ma (CH)

lō yišmēraennū (Ex.)

(3) awīlam ikkim-ma uštamīt (LE)

mār awīlim ikkib-ma uštamīt (CH)

hēmīt 'īs 'ō 'iššā (Ex.)

The parallels of (2) give us the possible range for the meaning of pašir. It ought to mean either "he does not have his ox penned up" — thus both CH¹⁰

8 The reading ú-ši-ir (von Soden, Arch. Orient. XVII/2 373) was considered by me when I copied the tablet and was rejected with the original at hand.

9 The phrase hū'ad bi-b'ālāu corresponds to ušēdi ana bēli-šū; hū'ad is a hapax which has been variously translated ["it has been testified," "es ist bezeugt," "es ist gewarnt"]. If it is for once assumed that there existed literary interdependence between the two laws, it can easily be conceived why š in its peculiar meaning had to be replaced in Hebrew by the hof'al, the passive of the hif'il (causative). It is now also suggested that the original text may have been not hu'ad (now listed under middle weak 'd), but hōda'; i.e. the hof'al of yd'.

10 sunnūqum D means literally "make him pressed, confined."

and Ex.¹¹ -- or "he does not have his ox dehorned" -- thus only CH.¹² The similarity in construction which exists between alap-šū lā pašir (LE) and alap-šū lā usanniq (CH) might serve as an argument in favor of the first interpretation. But how could this be reconciled with the meanings which are otherwise attested of pašārum (Sum. būr)? That verb has a rather wide range, and the traditional translation "dissolve"¹³ seems to be not altogether satisfactory; a basic meaning "reduce gradually, piece by piece" is perhaps more adequate. This would go well with šarāmum, šurruumum. The assumption is not very difficult that, when speaking of the goring ox, pašārum qarnī (qarnēn) should be understood, the object being elliptically omitted. However, doubts still remain which can only be removed by new material.

For qābum, iqūb "grow shaky, sag" see the remarks of Poebel, OLZ 1928 701.

Commentary:

In the case of §53¹⁴ -- one ox killing another -- the owner of the killed animal may expect compensation for his loss. However, it can be argued that the

11 If yišmeraennū is correct, cf. išsur LE §56. In view of the close parallelism between Ex. and the related versions one begins to wonder whether yišmeraennū should not be made to agree with Akk. ušarrim.

12 For šarāmum see Dossin, RA 31 87ff. and David, Revue de l'hist. du droit 14 (1934) 14 fn. 2. It does not seem to me necessary to abandon for CH §251 the basic meaning of šarāmum which is "to cut, blunt"; this meaning was inherited, cf. Arab. sarama "couper en morceaux," Syr. šeram "fregit."

13 F. Delitzsch, HWB 549; Muss-Arnolt 844f. Cf., e.g., B. Landsberger, ana ittišu 173ff., 187f.; Neugebauer-Sachs, HCT 107 fn. 276 h.

14 The sections §§53-55 have been treated in some detail by A. van Selms, Arch. Orient. XVIII/4 321ff., who stresses their differences from the corresponding sections of the CH and the Code of the Covenant. See also Miles, Bab. Laws I 441ff.

accident could not be foreseen and therefore not prevented, that it happened as the consequence of normal risks which the owner of the killed animal took when he did not keep his ox isolated from other animals. The owner of the killing ox was not aware of the animal's vicious disposition; this is shown by the completely different tenor of §54. However, the law feels that the community must be safeguarded against a repetition of the mishap, therefore the dangerous animal is to be destroyed. Thus, both owners will suffer a loss. It is the intention of the legislator to divide the loss as evenly as possible. He provides that from the value (tahhum) of the killed animal — does this mean the money realized by selling the hide and other usable parts of the carcass? -- and the price (šimam) received by selling the vicious animal for slaughtering a fund is created which then is evenly divided between the owners of the two oxen.

The closest parallel is afforded by Ex. 21:35: "And if one man's ox hurt¹⁵ another's that he die, then they shall sell the live ox and divide the money of it; and the dead ox also they shall divide." Here, it seems, the carcass is divided. With respect to the latter, the LE express themselves only in terms of money; they say nothing about the method by which the carcass is converted into money.

To the circumstances prevailing in §53, the next section, §54, adds the element of negligence. Moreover, the victim is now a man, not another animal. The first is the more essential point. The owner of the ox was forewarned by a

15 It should be pointed out here that the Hebrew word which is rendered by "hurt" in King James Version is ngp, the linguistic equivalent of Akk. nakābum which both the LE and the CH employ when speaking of the goring ox.

formal act of the local authorities (šūdūtum¹⁶) but he did not heed the warning. Hence, he becomes responsible for the damage the animal causes. It is no longer due to an accident; he could have prevented it. The amount of 2/3 of a mina was no doubt paid to the family of the killed man.

The parallels from the CH and from the Covenant Code have already been utilized. They may be quoted here in full:

CH §251: "If the ox of a man is known to gore habitually and the authorities have had made known to him the fact that he gores habitually, but (if) he does not have it dehorned, does not pen up his ox, and (if) that ox gores a free-born man and causes his death, then he shall give half a mina of silver."

Ex. 21:29: "But¹⁷ if the ox were wont to push with his horn in time past, and it has been testified to his owner, and he has not kept him in, but that he hath killed a man or a woman; the ox shall be stoned, and his owner also shall be put to death." Obviously the ox and its owner are treated as murderers.

The following section §55 belongs closely together with §54. The only difference is that in §55 the victim is a slave while in §54 it is a free-born man. The difference is the same as that between §251 and §252¹⁸ of the CH. But the ratio of the compensation is not the same; while it is 40:15 in the LE, it is 3:2 in the CH; in other words in the Hammurapi time the value of a slave has considerably increased. The 15 shekels to be paid for a slave in the LE coincide

16 See P. Koschaker, Neue keilschriftliche Rechtsurkunden aus der El-Amarna-Zeit 77ff.; H. Lewy, Orient. NS 11 26ff.

17 This "but" is motivated by the preceding section, for which see below, fn. 20.

18 "If it is a man's slave, he shall give 1/3 of a mina of silver."

with the value of a slave quoted in §13 of the Code of Lipit-Ishtar.¹⁹

The LE do not make any provisions for the case of a man killed by an ox which had not previously attacked a man. The CH rules (§250) that even if the attack happens in the street the attacked has no claim. Also according to Jewish law (Ex. 21:28)²⁰ the owner of the ox remains unpunished in such an accident; but the ox is stoned to death. The LE never include cases in which there is no punishment. In the case of the goring ox, it is not the damage done which is considered by the legislator, it is rather the question as to whether an act of negligence on the part of the owner of the ox has been committed.

The incident of the vicious dog (§56f.), and essentially also that of the sagging wall (§58), is construed analogous to that of the goring ox. In both cases an official warning is required to make the owner liable to punishment for damages.

Death of a free-born man caused by a falling wall (§58) is viewed more seriously by the LE than that by a vicious animal. It is considered as equivalent to murder. The stand seems to be taken that, on the one hand, more caution can be expected from people who have to deal with potentially dangerous animals, whose behavior contains an element of unpredictability -- that, on the other hand, the danger inherent in a sagging wall is predictable and therefore always preventable.

19 See F. R. Steele, AJA 52 (1948) 438.

20 "If an ox gore a man or a woman that they die, then the ox shall be surely stoned, and his flesh shall not be eaten; but the owner of the ox shall be quit." The various explanations that have been set forth with regard to the stoning of the ox are reviewed by H. Cazelles, *Études sur le code d'alliance* (1946) 57.

The phrase šimdat šarrim, §58, is known from CH §§51 and "89," and is also attested in contracts and letters.²¹ It is here added to napištum which must be understood in the light of the other phrase dīn napištum (LE §24; CH §3) "a trial at which life is in jeopardy." The phraseology is certainly very reminiscent of the following expressions found in the HC:

§44: alwanzatar DI.KUD LUGAL

§111: alwanzatar DI-IN LUGAL

"(it is) sorcery (and falls under) the jurisdiction of the king."

§102, 176A: DI-IN LUGAL

"(it falls under) the jurisdiction of the king."

It may be well to recall that, in the case of the HC, DI-IN LUGAL is paralleled by DI-IN ^{LÜ}DUGUD "the jurisdiction of the high-official" (§173).

It seems clear that in §58 of the LE the statement napištum furnishes the reason for the following šimdat šarrim just as alwanzatar "sorcery" in the HC motivates the ensuing DI-IN LUGAL. The sequence means "life is put in jeopardy and therefore the case falls under the jurisdiction of the king."²²

21 See the discussion by G. Lautner, *Personenmiete* (1936) 177ff., by B. Landsberger, *Symbolae Koschaker* (1939) 225ff. (cf. 220 fn. 5a), and by Driver-Miles, *Bab. Laws* 17ff. The previous literature can be found there.

22 Lautner, l.c., translates kīma š. š. by "(er haftet) unter den Satzungen des Königs" and explains that these aim at imposing a penalty for non-fulfillment of an obligation. Landsberger, l.c., proposes for the same phrase the rendering "nach dem Rechte des Königs" and understands "Recht" to include "alle Voraussetzungen, die dem Richter zu Gebote stehen, um ein richtiges und gültiges Urteil zu finden." In his opinion, the phrase kīma šimdat šarrim lays open to prosecution the recalcitrant party to a contract...deals with functions of vital importance for the community. Driver-Miles show that the phrase refers to certain definite ordinances or regulations issued from time to time to promote the administration of the law. On the basis of LE §58 it seems to me that the expression kīma šimdat šarrim refers to royal prerogatives which exist outside the area covered by the "Laws" and enables the king to impose sanctions reserved for him alone.

Divorce (§59)

§59: A iv 29-32

(29) šum-ma awīlum mārī^{mes} wu-ul-lu-ud-ma ašša(t)-su (30) i-zi-im-ma [ša]-
ni-tam i-ta-ḥa-az (31) i-na bītim ù ma-la i-ba-šu-ú in-na-sà-aḥ-ma (32)
wa-ar-ki ša i-ma[-aḥ-ḥa-ru]-šu it-ta-la-ak

"If a man divorces a wife after having made her bear sons and takes another wife, he shall be expelled from (his) house and whatever (property) there is and he will go after him who will accept him."

Philological Remarks:

The expression mārī wullud belongs closely together with the well-known qualification of a woman as ša mārī waldat "who has borne children" which occurs in CH §158. In fact, the D stem mārī uwallid "(a) man made (a woman) bear children" is based on the stative with object and must be understood as a factitive.¹

The verb nasāḥum, literally "uproot," denotes, whenever used of persons in a legal context, the removal of that person from the group to which he or she belongs, in particular from the family.² This doubtless is the case here also. From the point of view of grammar the form innassah may be either 3rd person masculine or feminine, i.e., the subject could be the husband or either one of the two wives. The latter would cause syntactical difficulties, however; in a formally ambiguous sentence like this, it cannot be assumed that the subject

¹ See A. Goetze, JAOS 62 (1942) 1ff.

² Children: CH §§158, 168f., 191; ana ittišu 3 iv 16; see M. David, Adoption p. 19, fn. 46. Passages are, e.g., CT II 31 14; VI 47a 14; VII 49b 19; PBS V 100 IV 5; Waterman 23 13; YBT X 45 54. Cf. E. Szlechter, Lois d'Ešnunna 60.

changes unless the change is made explicit. From the point of view of sense, the additional observation must be made that the person "uprooted" from "the house and whatever (property) there is" can only be the owner of that house and that property, i.e. the husband.

The concepts nasāhum and alākum warki (awīlim) are reciprocal with each other. In Old Babylonian society nobody can exist in isolation, and least of all a man who has been deprived of his property and is now penniless. He has compelling reason to attach himself to another "house" from which he can expect the protection on which he may someday have to rely. This is precisely the meaning of alākum warki (awīlim).³ In other words, the husband is also subject of the final verb ittallak.

The verb in the relative sentence has been restored differently by different scholars. The following restorations have been proposed:

- (a) ša i-h[u-uz-z]u,⁴
- (b) ša i-t[a-aḫ-z]u,⁵
- (c) ša i-ra-a[m-m]u-ši,⁶
- (d) ša i-r[a-am-m]u-šu,⁷
- (e) ša i-r[a-a]š-š[u-]ú.⁸

3 See Koschaker, JCS 5 (1951) 108.

4 San Nicolò, Orient. 18 (1949) 260.

5 Miles-Gurney, Arch. Or. XVII/2 (1949) 188.

6 von Soden, Arch. Or. XVII/2 (1949) 373; accepted by Klíma, J. of Pap. 4 (1950) 278.

7 de Liagre Böhl, JCS 5 (1951) 112 fn. 24a.

8 E. Szlechter, Les lois d'Ešnunna 33, 62. -- Szlechter translates "à l'avenir ce qu'il acquerra elle suivra" which is alleged to mean that the second wife (and her children) will have a claim on all goods which the husband acquires during the second marriage. This is impossible: warki does not mean "à

They must all be rejected; none fits the traces visible on the original, and most of them were eliminated in advance when it was first deciphered and copied. In detail the following remarks should be added:

(a) is ungrammatical; the relative requires a subjunctive. Substitution of the grammatically correct i-ḥu-zu-šū will not help the proponent, since the sense as he understands it lets us expect i-ḥu-zu-ši. What I saw on the original tablet excludes a final -ši.

(b) does not fill the available space, quite apart from the circumstance that the second sign is hardly ta. If it is, the t-form would have to be justified.

(c) fails, because the final sign is not ši (see above under a); the second sign is hardly ra.

(d) avoids the first objection, but fails on the second. As will be shown presently the subject of irammu⁹ -- if accepted for the sake of the argument -- cannot be the second wife.

(e) the second sign is hardly ra (see under c), nor is the last one ú. Here again the subject of i-ra-aš-šū-ú -- if accepted -- cannot be different from that of the following it-ta-la-ak.

My own proposal is i-ma[-aḥ-ḫa-ru]-šū. It fits the traces copied from the original. I translate "he who will accept him." For justification of this

8 (continued) l'avenir" nor ittal(l)ak "elle suivra." Were the subject of iraššū different from that of ittallak, it would have to be specified.

9 Koschaker's assumption that the present-future of the verb "to love" should be irîm or irêm rather than irâm is incorrect. Delitzsch, whom he quotes, did not differentiate between râmmum "love" and rêmum "take pity," as is necessary.

translation in the respective legal context see the following commentary. The verb maḥārum with a personal object occurs elsewhere in the sense "accept (somebody)"; see, e.g., VS XVI 124 27; 193 11; PBS VII 119 30.

Commentary:

Generally speaking, in Mesopotamia a husband may divorce his wife whenever he pleases, provided he returns to her the terḥatum (or 1 mina of silver) and whatever she brought into the marriage. There is, however, one very important limitation: this freedom on the part of the husband exists only when the woman has not borne him children. The same limitation can also be observed in §59 of our Code. It is obvious that the husband who divorces a wife who had borne him children and marries another woman (šaṇītam) commits a punishable offense. It is not so much an offense against the first wife as against the family. The main purpose of marriage is the perpetuation of the family. To a wife who fulfills this purpose the law accords special protection; she cannot be divorced at the will of the husband.¹⁰

It thus seems clear that it must be the husband who is here penalized. The penalty imposed corresponds to the offense. The husband who, by his behavior, has proved himself unfit for heading a family is removed from that position and forfeits his property, no doubt for the benefit of that family. We must assume arrangements were made which assured the existence of the children and incidentally of their mother, either that the mother was made head of the family

10 This is the opinion of M. David; see *Revue d'histoire du droit* 17 (1939) 86, cf. G. Dossin, *Arch. d'hist. du droit oriental* 3 (1948) 146. Most scholars maintain that the existence of children does not change the husband's freedom to divorce a wife; see Ebeling and Korošec article "Ehe" in *RLA* 2 (1936) 281ff.; Driver-Miles, *The Assyrian Laws* 266ff. (however Bab. Laws 290ff.); A. Van Praag, *Droit matrimonial assyro-babylonien* 193ff.

or that a guardian was appointed.

The law is silent about the second wife. But the implication clearly is that the divorce was willful and illegal, therefore invalid. In consequence, the second marriage was likewise invalid and the second wife had no legal standing in the house.

The dispossessed husband is free to go where he pleases and seek the protection of a master of his own to whom he becomes subservient.

Neglect in Guarding a House (§60)

A: iv 33-37

(33) [šum-ma] bītam te-bu-ut awīlim na-za-ru?

(34) [iṣ-zu-ur-ma a-na n]a-za-ri-im i-gi?-ma x x x x

(35) [.] x x x x x x x x x

(36) [. -] bi-šu ba-lum [.] -šu

(37) [. -] x-ši-im qa?-bī?-ir

"[If] a guard [guards] a house (which is) a man's livelihood
[but] is negligent [in] guarding (it) and [the house is broken into,]
[the guard will be killed],
[and] unceremoniously
[in front of the br]each he will be buried."

Philological Remarks:

The restoration is very difficult.¹ What is preserved recalls CH §21

¹ Cf. von Soden, Arch. Or. XVII/2 373.

and suggests the use of it for filling in the gaps. That section is as follows:

šum-ma a-wi-lum bi-tam ip-lu-uš i-na pa-ni pí-il-ši-im šu-a-ti i-du-uk-
ku-šu-ma i-ḡa-al-la-lu-šu "if a man breaks into a house, they will kill and
 dig him under before that breach." Thus, one is tempted to read [i-na pa-ni
pi-ill-ši-im in l. 37. But, instead of qa-bi-ir one would rather expect N pres.-
 fut., i.e. iq-qe-eb-be-er. If one acquiesces and accepts the stative gaber, one
 may assume that gebērum balum [....] corresponds to ḡalālum and may denote
 "unceremoniously bury." The burglary, which the parallel suggests was the con-
 sequence of the guard's negligence, must have been mentioned at the end of l. 34.
 The remnants may provisionally be read bītum ip-pa-li-iš, although what remains
 may be almost anything.

The penalty presumably is meted out to the negligent guard. This should
 have been stated in l. 35 which perhaps began with [na-ṡa-rum] and ended with
id-da-a-ak -- no longer recognizable.

At the beginning of l. 36 the preserved [...-]bi-šu suggests a preposi-
 tional phrase with a suffix added to the genitive (e.g., "because of his....").

All this needs confirmation from new evidence, preferably from new tab-
 lets of the LE.

The expression bītum te-ḡu-ut awīlim recalls eqlum kurummatum "field
 (which is) livelihood" familiar from the Šamaš-ḡāzir correspondence.² The con-
 struct state te-ḡu-ut must no doubt be combined with the noun ti'ūtu(m), of
 which so far only much younger occurrences have been known.³ The meaning is

2 Thureau-Dangin, RA 21 3.

3 See Delitzsch, HWB 697.

quite clear from the testimony in the vocabulary K 4386 (CT XIX 17ff.) obv. ii 37f. where we have:

nígⁿⁱ.si = ti-ú-tum
níg.si-ga = ma-ka-lu-ú,⁴

and in the synonym list LTBA II 2 181ff. where we read:

ti-ú-tu = ma-ka-lu-ú
pa-a-nu = ma-ka-lu-ú
pa-ta-nu = ma-ka-lu-ú

mākalu is derived from akālu(m) "eat" and patānu(m) is "feast."⁵

Commentary:

The restoration here proposed is too uncertain to warrant speculation as to the legal meaning of the law.

4 Cf. Delitzsch, SGL. 239.

5 ta-'u-ú (ta'u) = a-ka-[lu] K 3906 etc. (CT XVIII 5) rev. 16. The repeated ú in ma-ka-lu-ú remains puzzling.

Glossary

abum "father"

st. constr.: a-bi ma-ar-tim "the father of the girl" §25 A ii 28.

st. constr. + suff.: a-na a-bi-ša ù um-mi-ša "to her father and her mother" §27 A ii 33; §28 A ii 35; ba-lum ša-al a-bi-ša ù um-mi-ša "without the consent of her father and her mother"

abullum "gate," ideogr. ká

st. constr.: abul Eš-nun-na^{ki} "the gate of E." §51 A iv 9 (= B iv 13)

abbuttum "slave-tag"

st. n. a.: ab-bu-ut-tam §57 A iv 8; ab-bu-ut-ta-am §51 B iv 12; ab-bu-tam §52 A iv 12.

adī prep. "until, to"

iš-tu 1/3 ma-na a-di 1 ma-ni "from 1/3 of a mina to one mina" §48

A iii 42. a-di ma-di-im "at the multiple (of its value)" §15 B i 11.

agrum "hired man," ideogr. lú.ḥun-gá

st. n. g.: a-na aw^{*} agrim "to a hired man" §9 A i 30; idi aw^{*} agrim "the wages of a hired man" §11 A i 36

aḥum "brother"

st. constr. + suff.: a-ḥu-šu "his brother" n. §38 A iii 24

aḥḥarum adv. "afterwards"

aḥ-ḥa-ru-um(?) §18 B i 17

aḥāzum "seize, take"

■ pret.: i-ḥu-us-si "he took her" §28 A ii 36; i-ḥu-ús-si-ma §18 B i 16;

i-ḥu-si-ma §27 A ii 32

Bt: aš-ša-su ša-nu-ú-um-ma i-ta-ḫa-az "another (man) has taken his wife"

§29 B ii 6; cf. i-ta-ḫa-az §30 B ii 9; ša-ni-tam i-ta-ḫa-az "he has taken another (wife)" §59 A iv 30

Š pres.: awīlam di-nam ú-ša-ḫa-zu-šu-ma "they shall formally try the man" §48 A iii 43 (= B iv 1)

alākum "walk"

B pres.: ma-ḫi-ra-at i-il-la-ku "at the rate which is current" §41 A iii 31; warḫam išten i-la-ak "he will serve for one month" §11 A i 37

Bt: i-na ki-la-al-li-in iš-te-en a-na ši-im-tim it-ta-la-ak "one of the two deceased" §17 A ii 3f.; kal-la-tum a-na ši-im-tim it-ta-la-ak "the young woman deceased" §18 B i 17

Bt pres.: wa-ar-ki ša i-ma[-aḫ-ḫar]-šu it-ta-la-ak "he will go after him who will accept him" §59 A iv 32.

alpum "ox", ideogr. gud

st. n. sgl. n.: alpum §53 A iv 13, 15

a.: alpam §40 A iii 28; §53 A iv 13; alpam ḫa-al-qá §50 A

iv 4 = alpam ḫal-qa-am B iv 7

g.: alvim: ši-im alvim ba-al-ṭi "the price of the live ox"

§53 iv 14; tahḫi alvim mi-tim "the value of the dead

ox" §53 A iv 14; be-el alvim "the owner of the ox"

§53 A iv 15, §54 A iv 17

st. constr. sgl. + suff.: alap-šu "his ox" (acc.) §54 A iv 16

st. constr. pl. + suff.: ~~iš~~ereqqum qá-du-um alpi^há-ša ù re-di-ša "a wagon with its oxen and its driver" §3 A i 21

amtum "slave girl", ideogr. gemé

st. n. sgl. n.: amtum §31 B ii 12, §33 A iii 6. wardum ù amtum §51 A
iv 7, §52 A iv 10

a.: wardam amtam al pam §40 A iii 28; wardam ha-al-qá-am
amtam ha-li-iq-tam "a lost slave (or) a lost slave
girl" §50 A iv 3f. (= B iv 7)

g.: amtim: i-na qa-ti wardim ù amtim "from the hand of a
slave or a slave girl" §15 B i 10; i-na wardim šar-
qí-im amtim ša-ri-iq-tim "with a stolen slave (or)
a stolen slave girl" §49 B iv 4; be-el amtim "the
owner of the slave girl" §22 A ii 16; a-na be-el
amtim "to the owner of the slave girl" §23 A ii 21;
ma-la tahhi amtim^{tim} "in the full value of the slave
girl" §22 A ii 18

st. n. pl. a: 2 amātim "two slave girls" §23 A ii 21

ālum "town"

st. constr. + suff. a-al-šu (āl^{ki}-šu) acc. §30 A ii 45 (= B ii 8)

amārum "see"

B pres.: be-el-šu i-mar-šu (i-ma-ar-šu) "his master finds him" §33 A iii
8 (= B ii 17)

ana prep. "(in)to"

(1) indicating the direction of an action.

(a) with verbs implying movement:

ana šīntim alākum "go after one's fate, decease" §17 A ii 4;
§18 B i 17; ana bītim erēbum "enter a (person's) house" §18 B
i 16; ana bēli-šu tārum "return, revert to its owner" §17 i B
15

- (b) with verbs denoting "place, put":

girram u riksātim šakānum ana a-bī-ša u um-mi-ša "conclude a formal marriage contract with her father and her mother" §27 A ii 32f.; §28 A ii 34f.

- (c) with verbs denoting "bring, take":

terhatam babālum ana bīt emim "bring bride-money to the house of the father-in-law" §17 B i 13; §26 A ii 29 ana Ešnunna redūm "drive (animals) to Eshnunna" §50 A iv 5.

- (d) with verbs denoting "give":

money to somebody: §9 A i 30

objects or persons to somebody: §25 A ii 27; §33 A iii 6f.; §34 A iii 10; §36 A iii 14f.

2 amātim ana bēl amtim irīab "he shall give two slave girls to the owner of the slave girl as a replacement": §23 A ii 21;
meher-šu ana ēkallim irīab "he shall recompense the palace with its equivalent" §35 A iii 13

- (e) with verbs denoting "say":

ana bēlim šūdūm "make (a fact) known to the owner" §54 A iv 16; §56 A iv 20f.; §58 A iv 25f.; ragāmum ana aššatim "claim one's wife" §30 B ii 10; šasūm ina bīt emim §25 A ii 26

- (f) as predicate: "belong to":

āwat napištim ana šarrim-ma "a capital offence belongs before the king" §48 B iv 3

- (2) "toward, against"

še'am ana kaspim ewūm "to equate barley with silver" §20 A ii 11.

[ana] našārim egūm "be negligent in guarding" §60 A iv 34

(3) "for the purpose of ..."

give money ana eṣēdi(m) "for harvesting" §9 A i 30; give an infant

ana šūnuqim ana tarbītim "for having (it) nursed for upbringing" §32

B ii 13; cf. §34 A iii 10f.; give property ana maṣṣartim "for safe-keeping" §36 A iii 14f.

(4) "for a price"

commodities for a price in silver: §1 A i 8ff.; to give (sell) property for money: §38 A iii 23f.; §39 A iii 25f.

(5) "according to, in accordance with"

give money ana mehri-šū §19 A ii 8; ana qaqqadi-šū §20 A ii 10,

ana panī-šū §21 A ii 13.

aptum "window"

a-ap-tum la na-ās-ḥa-at "the window was not forced" §36 A iii 16

appum "nose"

dual st. constr. acc.: ap-pé awīlim "the nose of a man" §42 A iii 32

arkum "long"

pl. a. u₄-mi ar[-ku-tim] "for a long time" §29 A ii 41

aššatum "housewife", ideogr. dam

sgl. st. constr. aššat muškēnim §24 A ii 23.

st. constr. + suff.: aš-ša-su §29 B ii 6, 7; §30 B ii 9; ašša(t)-su §29

A ii 44; §59 A iv 29; a-na aš-ša-ti-šu §30 B ii 10

st. abs.: aš-ša-at §28 A ii 36; aššat §27 A ii 34

athū "companions, partners"

i-na at-ḫi-i iš-te-en "one of (several) partners" §38 A iii 23

awûm "speak, discuss"

Bt pres.: ēkallum šurqam itti-šū i-ta-wi "the palace will indict him for theft" §50 A iv 7

āwatum "word, affair"

st. constr. a-wa-at na-pí-iš-tim §48 A iii 44

awīlum "man", ideogr. lú

st. n. sgl. n.: awīlum §6 A i 27; §9 A i 30; §12 A i 37; §13 A i 41; §19 A ii 8; §20 A ii 10; §21 A ii 13; §22 A ii 15; §23 A ii 19; §25 A ii 26; §26 A ii 29; §27 A ii 31; §29 A ii 38; §30 A ii 45; §31 B ii 11; §32 B ii 13; §36 A iii 14; §39 A iii 25; §40 A iii 28; §42 A iii 32; §43 A iii 35; §44 A iii 36; §46 A iii 39; §47 A iii 40; §49 B iv 9; §59 A iv 29

a.: a-wi-lam §44 A iii 36 = B iii 23; §46 A iii 39; awīlam §47 A iii 41; §48 A iii 43; §54 A iv 17; §56 A iv 22

g.: a-wi-lim §43 B iii 21; awīlim §16 A ii 1; §17 A ii 2; §22 A ii 15, 16; §23 A ii 19, 20; §26 A ii 29; §27 A ii 31; §28 A ii 36; §31 B ii 11; §33 A iii 6; §37 A iii 18; §42 A iii 32; §43 A iii 35; §58 A iv 27; §60 A iv 33

st. constr.: awīl ma-za-ar-tim §37 A iii 18

bābum "doorway", ideogr. ká

st. constr. ina bāb bīt dTišpak "in the gate of the temple of Tishpak" §37 A iii 20 (= B iii 3)

bābtum "quarter"

st. n. sgl. n. ba-ab-tum §54 A iv 16; §56 A iv 20; §58 A iv 25

balāṭum "live"

B pres.: ú-ul i-ba-al-lu-uṭ "he shall not get away alive" §12 A i 40;

§13 B i 7; §28 A ii 37

balṭum "alive"

sgl. g. ši-im alpim ba-al-ṭi (ba-al-ṭim) "the price of the live ox"

§53 A iv 14 (= B iv 18)

balum prep. "without"

ba-lum ša-al a-bi-ša ù um-mi-ša "without asking the permission of her father and her mother" §26 A ii 30; §27 A ii 31f.; ba-lum be-lí-šu

"without its owner's permission" §51 A iv 9; cf. §60 A iv 36

bašūm "exist"

B pres. ma-la i-ba-šu-ú (i-ba-aš-šu-ú) "as much as there is" §40 A iii

28 (= B iii 12); §50 B iv 6; §59 A iv 31

bēlum "lord, owner"

st. constr. n.: be-el alpim "the owner of the ox" §54 A iv 17; be-el

amtim "the owner of the slave girl" §22 A ii 16; be-el bītim "the

owner of the house" §37 A iii 20; §29 A iii 27; be-el kalbim "the

owner of the dog" §56 A iv 23; be-el te-er-tim "official" §50 B iv

6; be-el alpim ki-la-al-la-an "both ox owners" §53 A iv 15

st. constr. g.: ana be-el amtim "to the owner of the slave girl" §23 A

ii 21; ḥuluq be-el bītim "loss on the part of the owner of the house"

§37 A iii 19; ana be-el i-ga-ri "to the owner of the wall" §58 A iv

25

st. constr. + suff. n: be-el-šu §33 B ii 17

a: be-el-šu §30 B ii 8

g: ša be-lí-ša-ma §31 B ii 12; ana be-lí-šu §52 A iv

13; §54 A iv 16; §56 A iv 20; ana be-lí-šu-ma

§17 B i 15; balum be-lí-šu §51 A iv 9

bītum "house", ideogr. é

st. n. n.: bītum (bītum^{tum}) §36 A iii 15 (= B ii 25)

a.: bītam §60 A iv 33

g.: bēl bītim^{tim} "the owner of the house" §37 B iii 3; §39 B iii

11; bēl bītim §37 A iii 19, 20; §39 A iii 27; ina bītim

§13 A i 41, B i 4 (twice), 6; §59 A iv 31

st. constr. n.: bīt awīlim "the house of a man" §37 A iii 18

g.: ina bāb bīt^d Tišpak "in the gate of the T. temple" §37

A iii 20; ana bīt emi(m) "to the house of the father-in-

law" §17 A ii 2; §25 A ii 26

st. constr. + suff. a: bī(t)-su §39 A iii 26

g: ana bīti-šu §18 B i 16; ina bīti-šu §23 A ii 20;

§24 A ii 24; §27 A ii 33; §50 A iv 6 (+-ma)

bušūm "property"

pl. st. constr. a: bu-še-e ma-za-ar-tim "deposited property" §36 A iii

16

g: it-ti bu-še-e awīl ma-za-ar-tim "together with the

property of the depositor" §37 A iii 18

st. constr. + suff. n: bu-šu-ia §37 A iii 21

a: bu-še-e-šu §36 A iii 17, 27; B ii 24; bu-še-šu

§36 A iii 14

g: it-ti bu-še-e-ka §37 A iii 21

danānum "grow strong"

D pret.: ú<-dan>-nin-ma §58 A iv 26

dīnum "justice, trial"

st. n. a.: di-nam ú-ša-ḥa-zu-šu-ma "they shall formally try him" §48 A
iii 43

st. constr. n.: di-in na-pí-iš-tim "(it is) a capital offence" §24 A
ii 24; §26 A ii 31

ebūrum "harvest time"

st. n. g. i-na e-bu-ri "at harvest time" §20 A ii 12

ēkallum "palace", ideogr. é.gal

st. n. n.: ēkallum^{lum} §34 A iii 11; §50 A iv 6

g.: ša ēkallim^{lim} §50 B iv 8; amat ēkallim^{lim} "a slave girl"
of the palace" §34 A iii 9; §35 A iii 12; ana ēkallim^{lim}
§35 A iii 13

eqlum "field", ideogr. a.šag

st. c. g.: ina eqel muškēnim "in the field of a m." §12 A i 37

erūm m. "copper", ideogr. urud

st. n. n. erūm §1 A i 16; erūm ma-sum₆ "refined copper" §1 A i 17

erēbum "enter"

B pret.: a-na bīti-šu i-ru-ub "she entered his house" §18 B i 16

Bt.: a-bul Ešnunna i-te-er-ba-am "he has entered the gate of Eshnunna"
§52 A iv 11

ereqqum f. "wagon", ideogr. giš^{mar}.gíd-da

st. n. n.: iš^{ereqqum} qadum alpī-ša u rēdi-ša "a wagon together with
its oxen and its driver" §3 A i 21

eṣēdum "harvest"

stat.: e-ṣé-su "he has harvested for him" §9 A i 32

inf. a.: e-ṣe-dam §9 A i 32 (twice)

g.: ana e-ṣe-di §9 A i 30

eṣṣēdum "harvester", ideogr. še.kin.kud

st. n. g.: idi eṣṣēdim "the wages of a harvester" §7 A i 28

elfi prep. "upon, over"

e-li awīlim "against a man" §22 A ii 15; §23 A ii 19

With suffix: e-li-ia §22 A ii 17; e-li-šu §24 A ii 22; §37 A iii 23

eleppum "boat, ship", ideogr. giš_{ma}

st. n. a.: iš_{ma}eleppam §5 i 25; §6 A i 27

g.: idi iše_{ma}leppim "the hire of a boat" §4 A i 23

emum "father-in-law"

st. n. g.: ana bīt e-mi-im "to the house of the father-in-law" §17 B i

13; §25 A ii 26 (e-mi)

st. c. + suff.: e-mu-šu n. §25 A ii 26

enēšum "grow weak"

B pret.: i-ni-iš_{ma} "he grew weak" §39 A iii 25.

epēšum "make, do"

B pret.: i-wi-tam ù sà-ar-tam la e-pu-šu "I have not engaged (I swear)

in conspiracy and fraud" §37 A ii 22

eprum "barley ration", ideogr. še.ba

st. n. a.: epram §32 B ii 14

etēqum "pass"

Š pres: u₄-mi se-bé warham l-kam ú-še-te-eq_{ma} "should he let pass

seven days" §50 B iv 10

ewūm "equal"

Bt.: še-a-am a-na kaspim i-te-wi-š[um] "he has equated for him the
barley with silver" §20 A ii 11

ezēbum "leave, divorce"

B pret.: ašša(t)-su i-zi-im-ma "he divorced his wife" §59 A iv 30.

girrum "seal impression(?)"

st. n. a.: gi-ir-ra-am û ri-ik<-sa>-tim "formal marriage contract" §27
A ii 32; cf. §28 A ii 35

habātum "kidnap, abduct"

Nt.: it-ta-aḥ-ba-at §29 A ii 40

N inf.: na-aḥ-bu-tum §29 A ii 40

ḥalāqum "get lost, perish"

Dt.: uḥ-ta-al-li-iq (uḥ-ta-li-iq) §36 B ii 27 (= A iii 17)

ḥalqum m. "lost, perished"

st. n. a: wardam ḥa-al-qá-am (ḥal-qa-am) "a lost slave" §50 A iv 3
(= B iv 7); alpam ḥa-al-qá (ḥal-qa-am) "a lost ox" §50 A iv 4
(= B iv 7); imēram ḥa-al-qá-am (ḥal-qa-am) §50 A iv 4 (= B iv 7)

st. abs.: ḥu-lu-uq be-el bītim ḥa-li-iq "loss on the part of the
owner of the house is incurred" §37 A iii 19; it-ti bu-še-e-ka
bu-šu-ia ḥal-qú (ḥa-al-qú) "together with your property property of
mine is lost" §37 A iii 21 (= B iii 4)

ḥaliqtum f. "lost, perished"

st. n. a.: amtam ḥa-li-iq-tam "a lost slave girl" §50 B iv 7

ḥalāšum "break down (trans.)"

stat. m.: si-ip-pu la ḥa-li-iš "the sippu(m) is not broken down" §36

A iii 15

ḥarrānum "way, journey, campaign", ideogr. kaskal

st. c. g.: ina ḥarrān^{an} (ḥarrān) šeḥṭim u sakpim "during a raid or an invasion" §29 A ii 38 (= B ii 3).

ḥašāhum "desire, want"

stat. m.: a-ḥū-šū ša-ma-am ḥa-še-eḥ "his associate wants to buy (it)

§38 A iii 24

ḥa-x-x a part of the body

stat. constr. + suff. a.: ḥa-x-x-šu, parallel with šēp-šū "his foot" §46

A iii 39.

ḥulqum "loss"

stat. constr. n.: ḥu-lu-uq be-el bītim ḥa-li-iq "loss on the part of the owner of the house is incurred" §37 A iii 19

idum "wages, hire", ideogr. á

st. n. a.: idam §9 A i 33

st. constr. n.: idi agrim "wages of a hired man" §11 A i 36; idi eṣṣēdim

"wages of a harvester" §7 A i 28; idi malāḥḥim "wages of a boatman"

§4 A i 24; idi re-di-šu "wages of its (i.e. the donkey's) driver" §11

A i 36; idi zārim "wages of a winnower" §8 A i 29; idi x §14 B i 8;

idi eleppim "hire of a boat" §4 A i 23; idi imērim "hire of a donkey"

§10 A i 34

st. constr. + suff.: idi-šu "his wages (i.e. of a harvester)" §7 A i 29;

"(of a money agent) §14 B i 8, 9; idi-ša "its hire (ie. of a wagon)"

§3 A i 22

idûm "know"

S pret.: bābtum ana bēli-šu ū-še-di-ma "the authorities have had (the fact) made known to its owner" §54 A iv 16; §56 A iv 20f.; §58 A iv 25f.

igarum "wall"

st. n. n.: i-ga-rum §58 A iv 25, 27

g.: be-el i-ga-ri "the owner of the wall" §58 A iv 25

st. constr. + suff. n.: i-ga-ar-šu §58 A iv 26

igûm "exercise negligence"

B pret.: i-gi-ma §5 A i 25; §60 A iv 34

ig/k-x-x §44 A iii 36

illum "god"

st. n. g.: ni-iš i-lim "oath" §37 A iii 20; ni-iš ilim §22 A ii 16

imērum "ass", ideogr. anše

st. n. a.: imēram §50 A iv 4

g.: idi imērim "the hire of a donkey" §10 A i 34

ina prep. "in"

(1) to indicate the place where:

i-na bāb bīt ^dTišpak "in the gate of the Tišpak temple" §37 A iii 20
 (= B iii 3); i-na bītim "in the house" §13 B i 6; i-na bīti-šū
 "in his house" §23 A ii 20; §24 A ii 24; §27 A ii 33; §50 A iv 6;
i-na bītim ša muškēnim "in the house of a m." §13 B i 4; i-na
eqel muškēnim "in a field of a m." §12 A i 37; i-na maškanim
 on the threshing floor" §19 A ii 9; i-na sūn awīlim "in the lap
 of a(nother) man" §28 A ii 36

(2) to indicate the time when:

i-na mušlālim "at midday" §12 A i 38; §13 A i 41; i-na mūšim "at night" §12 A i 39; §13 A i 42; i-na ebūri "at harvest time" §20 A ii 12

(3) to indicate the occasion:

i-na harrān šeḥtim ū sakpim "during a raid or an invasion" §29 A ii 38f.; i-na nulānī "in an emergency(?)" §6 A i 27; i-na ik/g-x-x "in an altercation(?)" §44 A iii 36; i-na x-x-tim "in an accident" §47 A iii 40

(4) to indicate accompanying circumstances: i-na wardim šarqim amtim šariqtim "with a stolen slave (or) a stolen slave girl" §49 B iv 4

(5) "out of":

i-na killalīn ištēn "one of the two" §17 A ii 3; i-na athī ištēn "one of (several) partners" §38 A iii 23; i-na bītim "from (his) house" §59 A iv 31; i-na qāt wardim ū amtim "from the hand of a slave or a slave girl" §15 B i 10

inum "eye", ideogr. igi

st. n. n.: inum §42 A iii 33

inūma conjunction "when"

i-nu-ū-ma §29 B ii 7; §30 B ii 9; §33 A iii 7

ištēn m. "one", ideogr. l-kam

n.: ina kilallīn iš-te-en §17 A ii 3; ina athī iš-te-en "one of (several) partners" §38 A iii 23

a.: warḥam ištēn §11 A i 37

ištīat f. "one", ideogr. l-kam

g.: ūmū šattim ištīat "the days of one year" §27 A ii 33

ištu prep. "from"

iš-tu 1/3 mana adī 1 mana "from 1/3 of a mina to one mina" §48 A iii

42

išūm "to have"

B pret.: i-šu-ma §24 A ii 22; i-šu-ú-ma §22 A ii 16; ti-šu-ú (subj.)

§22 A ii 17

pres.: i-šu §37 A iii 23

itti prep. "together with", ideogr. ki

it-ti bušē awīl mazṣartim "together with the property of the depositor"

§37 A iii 18; it-ti bušē-ka "together with your property" §37 A

iii 21; it-ti mār šiprim "with an envoy" §52 A iv 10; it-ti-šu

"with him" §50 B iv 10 (= ki-šu A iv 7)

iwītum "conspiracy"

st. n. a.: i-wi-tam §37 A iii 21

kālum "hold"

D pret.: re-su la ú-ki-il-ma "he did not hold himself in readiness" §9 A

i 31

kalūm "detain"

B pret.: ni-pu-tam ina bīti-šū ik-la-ma "he detained the female seized

in distress in his house" §23 A ii 20; ik-la-a-ma §24 A ii 24

Bt.: ina bīti-šū-ma ik-ta-la "he detained (them) in his house" §50 B

iv 9

kālum "all"

st. constr. a.: ka-la u₁-mi(-im) "the whole day" §3 A i 23; §4 A i 24;
 §10 A i 35

kalbum "dog", ideogr. ur.zír

st. n. n.: kalbum §56 A iv 20

g.: be-el kalbim "the owner of the dog" §56 A iv 23

st. constr. + suff. a.: kalab-šu §56 A iv 21

kallatum "young woman"

st. n. n.: kal-la-tum §18 B i 17

kannum "slave mark"

st. n. a.: ka-an-nam §51 A iv 8; §52 A iv 12

kaspum "silver", ideogr. kubabbar

st. n. n.: kaspum §3 A i 22; §7 A i 29; §11 A i 36

a.: kaspam §6 A i 28; §9 A i 30, 32; §12 A i 39; §13 B i 5; §14
 B i 8, 9; §15 B i 11; §17 B i 15; §20 A ii 10?; §21 A ii 13,
 14; §22 A ii 17; §31 B ii 12; §42 A iii 33, 34; §43 A iii
 36; §44 A iii 37; §45 A iii 38; §46 A iii 40; §47 A iii 41;
 §54 A iv 18; §55 A iv 19; §56 A iv 23; §57 A iv 24

g.: kaspim §1 A i 8ff.; §20 A ii 11; §38 A iii 23; §39 A iii 26

kašāšum "accept in servitude"

B pret.: ik-ši-su-ma §25 A ii 27 (contains suff. -šū)

kēnum "become firm"

D pret.: na-di-na-nam la ú-ki-in "he could not establish the seller in
 the transaction" §40 A iii 29

kilallān "both"

du. n.: ki-la-al-la-an §53 A iv 15

g.: i-na ki-la-al-li-in iš-te-en "one of the two" §17 A ii 3.

kurrum "kor" (measure of capacity)

st. n. adv.: kurrum^{um} "per kor" §4 A i 23; §18A B i 20

st. abs.: kur §1 A i 8, 14, 15; §20 A ii 12

kurullum "border, fence"

st. n. g.: i-na ku-ru-lim §12 A i 38, 39.

lā neg. "not"

(1) in dependent clauses:

§9 A i 31, 32; §22 A ii 16; §23 A ii 19; §24 A ii 22; §27 A ii 33;
§32 A ii 14; §36 A iii 15 (3 times), 16; §40 A iii 29; §50 A iv 5;
§54 A iv 16; §56 A iv 21; §58 A iv 26.

(2) in the negative oath:

§22 A ii 17; §37 A iii 22

(3) for the negation of a word:

eleppam lā šattam "a boat not his own" §6 A i 27; mār awīlim lā

zīzu "a coparcener" §16 A ii 1

leqūm "take"

B pret.: il-qu-ú "(who) took" §35 A iii 13

pres.: i-le-eq-qé §18 B i 18; §20 A ii 13; §21 A ii 15; i-le-qé §18

A ii 5

lēqūm "adoptant"

st. n. n.: le-qú-ú A iii 12

lētum "cheek"

st. n. g.: meḥeṣ le-tim "slap in the face" §42 A iii 34

lū "or"

x lu-(ú) y §34 B ii 21 (= A iii 11), A iii 10; lu x lu y "either x or y"

§37 A iii 18; x lu(-ú) y §29 B ii 4 (= A ii 40)

lū part. of asseveration:

lu-ú §37 B iii 4

lubuštum "clothing", ideogr. sig.ba

st. n. a. lubuštam §32 B ii 14

mādum "numerous, much"

adī ma-di-im "for speculation" §15 B i 2

mahārum "receive, accept"

B pret.: ter-ḫa-at im-ḫu-ru "the bride-price he received" §25 A ii 28

pres.: i-ma[-aḫ-ḫar]-šū §59 A iv 32; i-ma-ḫa-ar §15 B i 11

mahāšum "hit"

B pret.: im-ḫa-aš-ma §46 A iii 39

mahīrtum "rate (of the price)"

st. constr. a.: ma-ḫi-ra-at i-il-la-ku "at the current rate" §41 A iii

31

malā generalizing relative "as much as"

§5 A i 26; §18 A ii 4; §22 A ii 18; §40 A iii 28; §50 B iv 6; §59 A iv 31

malāḫhum "boatman", ideogr. má.laḫ

st. n. n.: malāḫhum §5 A i 25

g.: malāḫhim §4 A i 24

malūm "become full"

D pres.: ú-ma-al-la §5 A i 26; §38 B iii 9; ú-ma-la §38 A iii 25

manūm "mina" (unit of weight), ideogr. ma-na

st. abs. mana §1 A i 13, 16, 17; §31 B ii 12; §32 A iii 4; §42 A iii 33

(three times), 34; §43 A iii 36; §44 A iii 37; §45 A iii 38; §46 A
iii 40; §48 A iii 42 (twice); §54 A iv 18; §56 A iv 23

maqātum "fall down"

B pret.: im-qú-ut §37 A iii 18; im-qú-ut-ma §58 A iv 27

mārtum "girl, daughter", ideogr. dumu.SAL

st. n. n.: mārtum^{tum} §34 B ii 21

a.: mārtam §34 A iii 11

st. n. g.: a-bi ma-ar-tim "the father of the girl" §25 A ii 28

st. c. g.: ana mārat awīlim "to a free-born woman" §33 B ii 16

st. c. + suff.: mār-ša lu-ú māra(t)-sa "her son or her daughter" §34

A iii 9f.

mārum "son", ideogr. dumu

st. n. n.: mārum^{rum} §34 B ii 21

a.: māram §34 A iii 11

st. c. g.: lēqū ša mār amat ēkallim "the adoptant of the son of a
slave girl of the palace §35 A iii 12; itti mār šiprim

"with an envoy" §52 A iv 10

st. constr. + suff.: mār-šu (a.) §32 B ii 13, 15; mār-ša (a.) §33 B ii

6; §34 A iii 9

masūm "washed, refined"

erūm ma-sum₆ "refined copper" §1 A i 17

mašā'um "seize forcibly"

B pret.: im-šu-ub-ši-ma §26 A ii 30

maškanum "threshing floor", ideogr. maš-kán

st. n. a.: ma-aš-ka-nam §15 B iv 11; §52 B iv 15; maš-ka-nam §51 A iv 8;

§52 A iv 12

st. n. g.: ina maškanim^{nim} §19 A ii 9

mazzartum "guard, deposit"

st. n. g.: a-na ma-za-ar-tim "as a deposit" §36 A iii 14; awil ma-za-ar-tim "depositor" §37 A iii 18; bu-še-e ma-za-ar-tim "deposited property" §36 A iii 16

mātum f. "country"

st. n. g.: i-na ma-a-tim ša-ni-tim-ma "in another country" §29 B ii 5

mātum "die, be put to death"

B pres.: i-ma-a-at §12 A i 40; §13 B i 7; §24 A ii 25; §28 A ii 36

i-ma-at §26 A ii 31

Št: uš-ta-mi-it §23 A ii 21; §24 A ii 24; §53 A iv 14; §54 A iv 17;
§56 A iv 22; §57 A iv 24; §58 A iv 27

mehrum "equivalent"

st. constr. + suff.: me-ḫe-er-šu (a.) §35 A iii 13; a-na me-ḫe-ri-šu
"for its equivalent" §19 B i 21

mehšum "slap"

st. c.: me-ḫe-eš le-tim "slap in the face" §42 A iii 34

minma "anything (with following negative)"

mi-im-ma ... ú-ul §37 A iii 22ff.

mi-im-ma ... la §22 A ii 15, 17; §23 A ii 19; §24 A ii 22

mitum "dead"

st. n. g.: taḫḫi alpim mi-tim "the value of the dead ox" §53 A iv 14

mūdūm "acquaintance, guest(?)"

st. n. n.: mu-du-ú §41 A iii 30

muṣlalum "midday"

st. n. g.: ina mu-uṣ-la-lim §12 A i 38; §13 A i 41

muškēnum a social class, ideogr. maš.ka(k).en

st. n. g.: ša muškēnim §13 B i 4; ša ēkallim^{lim} ù muškēnim §50 B iv

8; a-na muškēnim §34 A iii 10; ašsat muškēnim §24 A ii 23; mār muškēnim §24 A ii 23

mūšum "night"

st. n. g.: ina mu-ši-im §12 A i 39; §13 A i 42

nadānum "give"

B pret.: id-di-in §21 A ii 14; §32 B ii 14

id-di-in-ma §20 A ii 11; §32 B ii 13; §36 A iii 15

id-di-nu (sg. subj.) §36 A iii 17; §37 A iii 19

id-di-nu-šum (sg. subj.) §36 A iii 17; §37 A iii 19

B pres.: i-na-ad-di-in §38 A iii 24; §41 B iii 14

i-na-di-in §41 A iii 30

[i-na-]di-in-ma §9 A i 31

i-na-ad-di-nu (sg. subj.) §19 A ii 8; §39 B iii 11

i-na-di-nu (sg. subj.) §39 A iii 27

i-na-ad[!]-di-šum §41 B iii 16

i-na-di-in-šum §41 A iii 31

Bt: it-ta-di-in §25 A i 27; §33 A iii 7; §34 A iii 11; §39 A iii 26

it-ta-di[!] §33 B ii 16

Š pres.: ú-ša-ad-da-an §19 A ii 9

nādinānum "seller (in an actual sale)"

st. n. a.: na-di-na-nam §40 A iii 29

nakābum "gore"

B pret.: ik-ki-im-ma §53 A iv 13; §54 A iv 17; §55 A iv 18

nakkābūm "habitual gorer", ideogr. $\frac{UL}{UL}$

st. abs.: nakkābe^{bé}-ma §54 A iv 15

nakāsum "cut down"

Bt: it-ta-ki-ís §42 A iii 32; §43 A iii 35

it-ta-ki-ís §42 B iii 17; §43 B iii 21

naqābum "deflower"

Bt: it-ta-qa-ab §31 B ii 11

it-ta-qa-ab-ši §26 A ii 30

napištum "soul, life"

st. n. n.: na-pí-iš-tum §58 A iv 27

g.: āwat na-pí-iš-tim §48 A iii 44; dīn na-pí-iš-tim §24

A ii 24 dīn na[-pí-i]š-[ti]m-ma §26 A ii 31

naptarum "redeemee"

st. n. n.: na-ap-ṭa-rum §41 A iii 30

g.: ana na-ap-ṭa-ri[-im] §36 A iii 14; B ii 24

nārum "river", ideogr. íd

st. n. g.: ša-pir_x nārim §50 B iv 6

nasāḫum "uproot"

B stat.: na-ás-ḫa-at §36 B ii 26; na-às-ḫa-at §36 iii 16

N pres.: in-na-sā-aḫ-ma §59 A iv 31

našākum "bite"

B pret.: iš-šu-uk-ma §42 A iii 32; §56 A iv 22; §57 A iv 24

naṣārurum "protect"

B pret.: iṣ-ṣú-ur-ma §56 A iv 21

stat.: na-še-er §52 B iv 16; na-zer §52 A iv 13; na-aṣ-ru-ma (sgl. subj.) §52 A iv 11

inf.: [a-na n]a-ṣa-ri-im §60 A iv 34

naṣṣārūm "guard"

st. n. n.: na-ṣa-ru §60 A iv 33

nepūm "distrain"

B pret.: ip-pu-ú (sgl. subj.) §24 A ii 25

part.: ne-pu-ú (n.) §24 A ii 25

Bt: it-te-pé §22 A ii 16; §23 A ii 20; §24 A ii 23

nipūtum "person seized in distress"

st. n. a.: ni-pu-tam §23 A ii 20; §24 A ii 24

nishātum (pl. of nisihtum?)

st. n. g.: ni-ís-ḥa-tim §2 A i 18ff.

nīšum "life"

st. constr.: ni-iš ilim "oath" (a.) §22 A ii 16; §37 A iii 20

nuḥḥum "lard", ideogr. ià.šah

st. n. n.: nuḥḥum §1 A i 11; §2 A i 11

nulānū "emergency(?)"

st. n. g.: ina nu-la-a-ni §6 A i 27

palāšum "pierce, break through"

B stat.: pa-li-iš §36 A iii 15

N pret.: ip-pa-li-iš §36 A iii 18

panum unit of measure of capacity

st. abs.: pan §3 A i 22; §11 A i 36

panûm "initial, former"

st. n. g.: a-na pa-ni-šu §21 A ii 13

pašārum "reduce gradually, dehorn"

B stat.: alap-šu la pa-ši-ir-ma §54 A iv 16

paṭārum "release, redeem"

B pres.: i-pa-tà-ar §39 A iii 27

piššatum "ointment", ideogr. ià.ba

st. n. a.: piššatam §32 B ii 14

qûm unit of measure of capacity

st. abs. n.: qa §1 A i 9, 10, 11; §2 A i 18ff.; §4 A i 23, 24

a.: qa §9 A i 33

qablîtum "middle part, half"

st. constr. a.: qá-ab-li-it ša-ni-i §38 A iii 24; qá-ab-li^{!!}-it ša-ni-

i-im §38 B iii 9

qadum prep. "together with"

isereqqum qá-du-um alpi^{bá}-ša ù re-di-ša "a wagon together with its
oxen and its driver" §3 A i 21

qaqqadum "head, capital"

st. constr. + suff.: a-na qa?-aq-qa?-di?-ma §20 A ii 10

qaqullum "cardamun"

st. n. n.: qaqullum §1 A i 15

qāb/pum "shake, threaten to fall"

B pret.: i-qa-am-ma §58 A iv 25

qāpum "entrust"

N pres.: iq-qí-a-ap §16 B ii 12

qātum "hand"

st. constr. g.: i-na qa-ti wardim ù amtim "from the hand of a slave
or a slave girl" §15 B i 10

st. constr. + suff.: qā(t)-su(?) (a.) §44 A iii 37

qebērum "bury"

B stat.: qa?-bi?-ir §60 A iv 37

rābum "replace"

B pres.: i-ri-a-ab §35 A iii 13; i-ri-ab §23 A ii 21; i-ri-a-ab-šum
§36 A iii 17

rabūm "grow up"

Bt.: ir-ta-bu-ú (sgl. subj.) §33 A iii 7

ragāmum "raise claims"

B pres.: i-ra-ag-ga-am §30 B ii 10

redūm "drive"

B pret.: ir-di-a-am §50 B iv 9; ir-di-a-am-ma §50 A iv 5

pres.: i-re-ed-de §49 B iv 5; i-re-de-šu §10 A i 35; i-re-de-e-ši §3
A i 23; i-re-de-ši §4 A i 24

rēdūm "driver"

st. constr. + suff.: idi re-di-šu "the wages of its driver" §10 A i 35;

isereqqum qā-du-um alpi-bā ša ù re-di-ša "a wagon together with
its oxen and its driver" §3 A i 21

rēšum "head"

st. constr. + suff.: re-su (a.) §9 A i 31

rikistum "obligation, formal treaty"

st. n. pl. a.: ri-ik-sa-tim ù gi-ir-ra-am §28 A ii 34; cf. §27 A ii 32

sabītum "ale-wife" (woman who holds a monopoly on the sale of liquor)

st. n. n.: sa-bi-tum §15 B i 10; §41 A iii 31

sakāpum "throw to the floor"

B pret.: is-ki-im-ma §44 A iii 37 (= is-ki-in-ma B iii 23)

sakpum "invasion (on the part of the enemy)"

st. n. g.: i-na ḥarrān še-eḫ-ṭim ù sa-ak-pi-im §29 A ii 39

sarārum D "cheat, employ subterfuge"

D pret.: ú-sa-ar-ri-ir-ma §33 B ii 16; ú-sa-ri-ir-ma §33 A iii 6

sārtum "fraud"

st. n. a.: sā-ar-tam §37 A iii 22

sātum see sūtum

sebūm "seven"

st. abs. a.: u₄-mi se-bé warḥam l-kam "seven days (in one month)" §50

B iv 9

sippum "door jamb"

st. n. n.: si-ip-pu §36 A iii 15

sūnum "lap"

st. constr. g.: i-na su-un awīlim §28 A ii 36

sūtum, pl. sātum "seah" (unity of capacity)

st. abs. sgl.: §1 A i 10, 11; §4 A i 24; §8 A i 29; §9 A i 33; §10 A i 35;

§10 A i 34 (n.)

st. abs. pl.: §1 A i 12; §2 A i 18, 19; §3 A i 22; §7 A i 28; §18A A ii

6 (n.); §20 A ii 12

ṣabātum "seize, catch"

B pret.: iṣ-ba-at-ma §50 B iv 8

pres.: i-ša-ab-ba-su-ma §33 B ii 18 = i-ša-ba-su-ma §33 A iii 8

Bt: iš-ša-ba-at §6 A i 28

N pres.: iš-ša-ab-ba-tu (sgl. subj.) §13 B i 5, 6; §28 A ii 36; iš-ša-ba-tu (sgl. subj.) §12 A i 38, 40 = i-ša-ab-ba-tu B i 2

Nt: it-ta-aš-ba-at §49 B iv 5

šibtum "interest", ideogr. máš

st. n. a.: šibtam §18A A ii 6, 7

st. constr. + suff.: šibat-su (máš-bi) (a.) §20 A ii 12; §21 A ii 14

šimdatum "regulation (?)"

st. c. n.: ší-im-da-at šar-ri-im §58 A iv 28

ša particle of genitive "of"

between nouns: §2 A i 18, 19, 20; §50 B iv 8; §51 A iv 7

predicative: §31 B ii 12

particle of the relative sentence "who, which"

attached to a noun: §12 A i 37, 39; §13 A i 41, B i 6; §19 A ii 8;

§24 A ii 25; §34 A iii 11; §35 A iii 12; §36 A iii 17, 19; §51 A iv 8; §52 A iv 10

"he who": §59 A iv 32

šadištum "one sixth", ideogr. igi.6.gál

st. n. a.: šadištam §18A A ii 6; §21 A ii 14

šayyamānum "purchaser (in an actual transaction)"

st. n. n.: ša-ia-ma-nu §39 A iii 26 = ša-a-ia-ma-nu §39 B iii 11

šakānum "put, set, establish"

B pret.: i[š-ku-u]n §27 A ii 33; iš-ku-un-ma §28 A ii 35

stat.: ša-ak-nu (sgl. subj.) §51 A iv 8

N pres.: iš-ša-ak-ka-an-ma §52 B iv 16 = iš-ša-ka-an-ma §52 A iv 12

šakkanakkum "military governor", ideogr. GÌR.NÍTA

st. n. n.: šakkanakkum §50 B iv 6

šaqaalum "weigh out, pay", ideogr. lál

B pres.: išaqgal (always ideogr. i-lal-e) §6 A i 28; §9 A i 33; §12 A i 39; §13 B i 5; §22 A ii 18; §31 B ii 12; §42 A iii 33, 34; §43 A iii 36; §44 A iii 37; §45 A iii 38; §46 A iii 40; §47 A iii 41; §54 A iv 18; §55 A iv 19; §56 A iv 23; §57 A iv 24

išaqgal-ma §32 B ii 15

šālum "ask"

inf.: ba-lum ša-al a-bi-ša ù um-mi-ša "without asking her father and her mother" §26 A ii 30; §27 A ii 31

šalālum "carry off; deport"

Nt: it-t[a-aš-la-al] §29 A ii 39

šalāšum "three"

st. abs.: šalāš šanātim "for three years" §32 B ii 14

šānum "buy"

B pret.: i-ša-am-ma §40 A iii 29

inf: ša-ma-am (a.) §38 A iii 24

šamnum "oil", ideogr. i

st. n. n.: šamnum §1 A i 10; §2 A i 18

a.: šamnam §15 B i 11

g.: ul šamnim "fine oil" §1 A i 9

Cf. i.id "river oil", the Akk. reading of which is not established.

šanātum see šattum

šanītum "other" f.

st. n. a.: ša-ni-tam "another (woman)" §59 A i 30

g.: ina mātīm ša-ni-tim-ma "in another country" §29 A ii 41

šanūm "other" m.

st. n. n.: ša-nu-um §29 A ii 42; ša-nu-ū-um-ma §29 B ii 6; §30 B ii 9;

ša-nu-ū §26 A ii 30

st. n. g.: ša-ni-i-im §38 B iii 9; ša-ni-i §38 A iii 25

šāpirum "commissioner"

st. constr. n.: ša-pir_x nārim §50 B iv 6

šariqtum "stolen" f.

st. n. g.: ina ... amtīm ša-ri-iq-tim "in possession of a stolen slave girl" §49 B iv 4

šarqum "stolen" m.

st. n. g.: ina ... wardim šarqim "in possession of a stolen slave" §49 B iv 4

šarrāqum "thief"

st. abs.: šar-ra-aq §40 A iii 29

šarrum "king", ideogr. lugal

st. n. g.: ši-im-da-at šar-ri-im §58 A iv 28

a-na šarrim-ma §48 B iv 3

šasūm "shout, call"

B pret.: is-si-ma §25 A ii 26

šattum, pl. šanātum "year", ideogr. mu

sgl. st. n. g.: u₄-mi šattim ištīat §27 A ii 33

pl. st. n. g.: šalāš šanātīm "for three years" §32 B ii 14

šattum f. "belonging to him"

st. n. a.: išeleppam la ša-at-tam "a boat (which is) not his" §6 A i 27

šebērum "break"

Bt: iš-te-ber₅ §44 A iii 37; §45 A iii 38; §46 A iii 39

šegūm "vicious"

st. abs.: še-gi-ma §56 A iv 20

šeḥṭum "onslaught, attack"

st. n. g.: ina harrān še-eh-ṭim ù sa-ak-pi-im §29 B ii 3

šēlum "injure(?)"

B pret. i-še-el §47 A iii 41

šēpum "foot"

st. constr. + suff.: šēp-šu (a.) §45 A iii 38

še'um "barley", ideogr. še

st. n. n.: še'um §1 A i 8; §3 A i 22; §7 A i 28, 29; §10 A i 34, 35; §11
A i 36; §18A B i 20

a.: še-a-am §15 B i 11; §20 A ii 11, 12

st. constr. + suff.: še-šu §2 A i 18, 19, 20

šikarum "beer", ideogr. kaš

st. n. a.: ši-ka-ra-am §41 B iii 16; šikaram §41 A iii 31

st. constr. + suff.: šikar-šu §41 A iii 30

šiqlum "shekel" (a unit of weight), ideogr. gīn

sgl. st. n. n.: šiqlum §14 B i 8

g.: šalušte šiqlim "one-third of a shekel" §3 A i 22

adv.: šiqlum^{um} "per shekel" §18A B i 19; šiqlum §18A A ii 6;

§21 A ii 14

du. st. n. n.: šiqīlān §14 B i 9

sgl. st. abs. n.: šiqīl §11 A i 36

a.: šiqīl §6 A i 28; §9 A i 30, 32; §12 A i 39; §13 B i 5;

§14 B i 8, 9; §42 A iii 34; §47 A iii 41; §55 A iv

19; §57 A iv 24

g.: a-na l šiqīl kaspim §1 A i 8-17

šīmtum "fate"

st. n. g.: a-na ši-im-tim it-ta-la-ak §17 A ii 4; §18 B i 17

šīnum "price"

st. n. a.: ši-ma-am §40 A iii 28

st. constr. a.: ši-im alpin ba-al-ṭim "the price of the live ox" §53

A iv 14

šīnum "tooth", ideogr. KAxU

st. n. n.: šīnum §42 A iii 33

šipātum "wool", ideogr. sigx

st. n. a.: šipātum §15 B i 11

n.: šipātum §1 A i 13

šiprum "work, errand, message"

st. n. g.: mār ši-ip-ri-im §52 A iv 10

šū "he"

šu-ma "that one" §40 A iii 29

šumma conj. "if"

with pret.: §21 A ii 13; §32 B ii 13; §47 A iii 40

with aor.: §6 A i 27; §17 A ii 3; §31 B ii 11; §34 A iii 9; §43 A iii 35;

§45 A iii 38; §49 B iv 4

with pret. -ma aor.: §5 A i 25; §20 A ii 20; §33 A iii 6; §36 A iii 14;
 §39 A iii 25; §42 A iii 32; §44 A iii 36; §46 A iii 39; §53 A
 iv 13; §55 A iv 18; §57 A iv 23; §60 A iv 33(?)

with pret. -ma pret. -ma aor.: §25 A ii 26; §26 A ii 29

with pret. -ma aor. -ma aor.: §30 B ii 8

with pret. -ma pret.: §28 A ii 34

with pret. -ma...lā pret.: §9 A i 31; §27 A ii 30; §40 A iii 28

with pret. -ma...lā pret. -ma aor.: §50 B iv 6

with pret. -ma...lā pret. -ma pret. -ma aor.: §56 A iv 20; §58 A iv 25

with pret. -ma...lā stat. -ma pret. -ma aor.: §54 A iv 15

with lā išū-ma aor.: §22 A ii 15

with lā išū-ma aor. -ma pret. -ma aor.: §23 A ii 19; §24 A ii 22

with pret. -ma pret. ù ahhārum(?) aor.: §18 B i 16

with aor. u lū aor. aor[-ma] aor. u aor: §29 A ii 38

with lū pret. lū pret. stat.: §37 A iii 18

with pres.: §41 A iii 30

with pres. u stat.: §38 A iii 23

with nominal clause: §3 A i 22; §7 A i 29

šurqum "theft"

st. n. a.: šu-ur-qá-am §50 A iv 6; šu-ur-qa-am §50 B iv 10

tabālum "take away, back" (cf. *wabālum)

B pres.: i-ta-ab-ba-al §34 B ii 21; i-ta-[ab-ba-al] §29 B ii 7

tahhum "substitute, compensation, value"

st. constr.: ma-la tahhi amt^{tim} "full compensation for the slave girl

(a.)" §22 A ii 18; tahhi alpim mītim "the value of the dead ox" §53 A iv 14

tamkarrum "finance commissioner", ideogr. dam.kar

st. n. n.: tamkarrum §15 B i 10

tārum "return"

B pres.: i-ta-a-ar §9 A i 34; §17 B i 15

aor.: it-tu-ra-am §29 B ii 7; §30 B ii 9

D pres.: ú-ta-ar §25 A ii 28

tarbītum "upbringing"

st. n. g.: a-na tar-bi-tim §32 B ii 13; §34 A iii 10

st. constr.: tar-bi-it māri-šu §32 B ii 15

tarūm "bring back"

B pres.: i-ta-ar-ru §32 A iii 5; i-ta-a-ar-ru §32 B ii 15; i-ta-ar-ru-šu §33 B ii 18; i-ta-ar-ru-ú-šu §33 A iii 9

tašnā adv. "in the double amount"

§25 A ii 28

te'ūtum "livelihood"

st. constr.: bītum te-ḥu-ut awīlim §60 A iv 33

terḥatum "bride-price"

st. n. a.: ter-ḥa-tam §17 B i 13; §26 A ii 29

st. c.: ter-ḥa-at im-ḥu-ru §25 A ii 28

tērtum "order, authority"

st. n. g.: be-el te-er-tim (n.) §50 B iv 6

^dTišpak "Tishpak (main god of Ešnunna)"

§37 A iii 20

ṭābtum "salt," ideogr. mun

st. n. n.: ṭabtum §1 A i 14

tebũm "sink" (intr.)

D pret.: ú-te₄-eb-bu-ú §5 A i 26

aor.: uṭ-te₄-eb-be §5 A i 25

u "and, also"

between two nouns, a u b: §3 A i 21; §15 B ii 10; §15 B ii 10; §16 B ii 12; §20 A ii 12; §21 A ii 14; §26 A ii 30; §27 A ii 32, 33; §28 A ii 35; §29 A ii 39; §30 B ii 8; §37 A iii 22; §50 B iv 8; §51 A iv 7; §52 A iv 10; §53 A iv 14; §59 A iv 31

before the last of several nouns, a b u c: §41 A iii 30; §51 A iv 8; §52 A iv 12

a b c u d: §40 A iii 28

in a series of measures before the smallest: §21 A iii 14

between two sentences: §4 A i 24; §9 A i 33; §10 A i 35; §29 B ii 6; §31 B ii 12; §38 B iii 8

u abhārum "and afterward" §18 B i 17

"also, moreover": §48 A iii 42; §35 A iii 12

u lū "or" §29 A ii 40

ubānum "finger"

st. constr.: ú-ba-an awīlim (a) A iii 35

ubarum "metic"

st. n. n. u-ba-rum §41 A iii 30

ukullũ "provender", ideogr. šà.gal

st. constr. + suff.: ukullēšũ §11 A i 36

ul negation "not"

in main verbal clauses before the verb in the pres: §12 A i 40; §13 B i

7; §15 B i 11; §16 B ii 12; §18 A ii 5; §28 A ii 37; §30 B ii 10; §37
A iii 23; §51 A iv 9

in independent nominal clauses: §27 A ii 34

šumma ul "in the opposite case" §28 A ii 34

ūlum "(light) oil", ideogr. i.sag

st. constr.: ūl šamnim "fine oil" §1 A i 9

ūmum "day"

sgl. st. n. g.: ka-la u₁-mi-im "the whole day" §3 A i 23; §10 A i 35;

ka-la u₁-mi §4 A i 24

st. constr.: u₁-um "at the day when..." §28 A ii 36; §39 A iii 26

pl. st. n. a.: u₁-mi ar[-ku-tim] "long days" §29 A ii 41 (= B ii 4)

st. c. a.: u₁-mi šattim ištīat §27 A ii 33

st. abs.: u₁-mi se-bé §50 B iv 9

ummum "mother"

st. constr. + suff.: balum šāl abī-ša u um-mi-ša "without asking her

father and her mother" §26 A ii 30; §27 A ii 32; ana abī-ša u

um-mi-ša "to her father and her mother" §27 A ii 33; §28 A ii 35

uṭṭetum "grain", ideogr. še

st. abs.: uṭṭēti §7 A i 29; §18A A ii 6

uznum "ear"

st. n. n.: uznu §42 A iii 34

*wabālum "bring"

5 pret.: ú-bil-ma §26 A ii 29

ub-lu (sgl. subj.) §18 B i 18

pres.: li-bi-il-ma §14 B i 8, 9

li-bi-il-ma §17 B i 13

Bt: it-ta-ba-al §34 A iii 12 (cf. tabālum)

walādum "give birth"

B aor.: it-ta-la-ad §29 A ii 43

D st.: wu-ul-lu-ud-ma §59 A iv 29

wardum "slave", ideogr. sag.īr

st. n. n.: wardum §16 B ii 12; §51 A iv 7; §52 A iv 10

a.: wardam §40 A iii 28; §50 A iv 3; §55 A iv 18; §57 A iv 23

g.: wardim §15 B i 10; §49 B iv 4

st. abs.: warad warad §49 B iv 5

warḥum "month", ideogr. itu

st. n. a.: warḥam §11 A i 37; §50 B iv 9

warki prep. "after, behind"

§59 A iv 3

waṣūm "go out, leave"

B pres.: uṣ-ṣī §51 A iv 9

Š pres.: ú-še-eṣ-ṣī §18 A ii 5 (= ú-še-ṣī B i 18)

waṣābum "add (as interest)"

B pres.: ú-ṣa-ab §18A ii 6, 7

wašābum "dwell, remain"

B pres.: li-ši-im-ma §27 A ii 34

Bt: it-ta-[ša-ab-ma] §29 B ii 5

watrum "excess"

st. constr. + suff.: wa-tar-šu-ma (a.) §18 A ii 5

zakārum "swear (an assertory oath)"

B pres.: i-[za-ka]r §22 A ii 16; i-za-kar-šum §37 A iii 20; i-za-kar-

šum-ma §37 A iii 20, 22

zārūm "winnower"

st. n. g.: za-ri-i §8 A i 29

zāzum "divide"

B pres.: i-zu-uz-zu (pl.) §53 A iv 15

zērum "hate"

B pret.: i-ze-er-ma §30 B ii 8

zittum "share"

st. constr. + suff.: zi-it-ta-šu (a.) §38 A iii 23

zīzum "divided"






st. n. n.: mār awīlim la zi-zu "a coparcener" §16 A ii 1

Weights and Measures used in the Laws

(1) Capacity

1 <u>qūm</u> ¹				"qa" ca. 1 liter
10 <u>qa</u>	= 1 <u>sūtum</u> ²			"seah" ca. 10 liters
60 <u>qa</u>	= 6 <u>sāt</u>	= 1 <u>panum</u> ³		"pan" ca. 60 liters
300 <u>qa</u>	= 30 <u>sāt</u>	= 5 <u>pan</u>	= 1 <u>kurru</u>	"kor" ca. 300 liters

1 Written sila. Units indicated by vertical wedges.

2 Written  = 1 sūtum;  = 2,  = 3,  = 4,  = 5 sāt.

3 Written PI preceded by vertical wedges. For the reading see B. Landsberger, *Welt des Orients* 5. Heft (1950) 373ff.

(2) Weight

1 <u>uṭṭetum</u> ⁴				"grain"
180 <u>uṭṭēt</u>	= 1 <u>šiqlum</u> ⁵			"shekel"
	60 <u>šiqil</u>	= 1 <u>manūm</u> ⁶		"mina" = ca. 1 lb.
	3600 <u>šiqil</u>	= 60 <u>mana</u>	= 1 <u>biltum</u> ⁷	"talent" = ca. 60 lb.

4 Written še; A. Sachs, JNES 5 (1946) 208. Units indicated by vertical wedges.

5 Written gīn. Units indicated by vertical wedges.

6 Written ma-na. Units indicated by vertical wedges.

7 Written gun. Units indicated by horizontal wedges.

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obv. I

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1. 𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏𐰐𐰑𐰒𐰓𐰔𐰕𐰖𐰗𐰘𐰙𐰚𐰛𐰜𐰝𐰞𐰟𐰠𐰡𐰢𐰣𐰤𐰥𐰦𐰧𐰨𐰩𐰪𐰫𐰬𐰭𐰮𐰯𐰰𐰱𐰲𐰳𐰴𐰵𐰶𐰷𐰸𐰹𐰺𐰻𐰼𐰽𐰾𐰿𐱀𐱁𐱂𐱃𐱄𐱅𐱆𐱇𐱈𐱉𐱊𐱋𐱌𐱍𐱎𐱏𐱐𐱑𐱒𐱓𐱔𐱕𐱖𐱗𐱘𐱙𐱚𐱛𐱜𐱝𐱞𐱟𐱠𐱡𐱢𐱣𐱤𐱥𐱦𐱧𐱨𐱩𐱪𐱫𐱬𐱭𐱮𐱯𐱰𐱱𐱲𐱳𐱴𐱵𐱶𐱷𐱸𐱹𐱺𐱻𐱼𐱽𐱾𐱿𐲀𐲁𐲂𐲃𐲄𐲅𐲆𐲇𐲈𐲉𐲊𐲋𐲌𐲍𐲎𐲏𐲐𐲑𐲒𐲓𐲔𐲕𐲖𐲗𐲘𐲙𐲚𐲛𐲜𐲝𐲞𐲟𐲠𐲡𐲢𐲣𐲤𐲥𐲦𐲧𐲨𐲩𐲪𐲫𐲬𐲭𐲮𐲯𐲰𐲱𐲲𐲳𐲴𐲵𐲶𐲷𐲸𐲹𐲺𐲻𐲼𐲽𐲾𐲿𐳀𐳁𐳂𐳃𐳄𐳅𐳆𐳇𐳈𐳉𐳊𐳋𐳌𐳍𐳎𐳏𐳐𐳑𐳒𐳓𐳔𐳕𐳖𐳗𐳘𐳙𐳚𐳛𐳜𐳝𐳞𐳟𐳠𐳡𐳢𐳣𐳤𐳥𐳦𐳧𐳨𐳩𐳪𐳫𐳬𐳭𐳮𐳯𐳰𐳱𐳲𐳳𐳴𐳵𐳶𐳷𐳸𐳹𐳺𐳻𐳼𐳽𐳾𐳿𐴀𐴁𐴂𐴃𐴄𐴅𐴆𐴇𐴈𐴉𐴊𐴋𐴌𐴍𐴎𐴏𐴐𐴑𐴒𐴓𐴔𐴕𐴖𐴗𐴘𐴙𐴚𐴛𐴜𐴝𐴞𐴟𐴠𐴡𐴢𐴣𐴤𐴥𐴦𐴧𐴨𐴩𐴪𐴫𐴬𐴭𐴮𐴯𐴰𐴱𐴲𐴳𐴴𐴵𐴶𐴷𐴸𐴹𐴺𐴻𐴼𐴽𐴾𐴿𐵀𐵁𐵂𐵃𐵄𐵅𐵆𐵇𐵈𐵉𐵊𐵋𐵌𐵍𐵎𐵏𐵐𐵑𐵒𐵓𐵔𐵕𐵖𐵗𐵘𐵙𐵚𐵛𐵜𐵝𐵞𐵟𐵠𐵡𐵢𐵣𐵤𐵥𐵦𐵧𐵨𐵩𐵪𐵫𐵬𐵭𐵮𐵯𐵰𐵱𐵲𐵳𐵴𐵵𐵶𐵷𐵸𐵹𐵺𐵻𐵼𐵽𐵾𐵿𐶀𐶁𐶂𐶃𐶄𐶅𐶆𐶇𐶈𐶉𐶊𐶋𐶌𐶍𐶎𐶏𐶐𐶑𐶒𐶓𐶔𐶕𐶖𐶗𐶘𐶙𐶚𐶛𐶜𐶝𐶞𐶟𐶠𐶡𐶢𐶣𐶤𐶥𐶦𐶧𐶨𐶩𐶪𐶫𐶬𐶭𐶮𐶯𐶰𐶱𐶲𐶳𐶴𐶵𐶶𐶷𐶸𐶹𐶺𐶻𐶼𐶽𐶾𐶿𐷀𐷁𐷂𐷃𐷄𐷅𐷆𐷇𐷈𐷉𐷊𐷋𐷌𐷍𐷎𐷏𐷐𐷑𐷒𐷓𐷔𐷕𐷖𐷗𐷘𐷙𐷚𐷛𐷜𐷝𐷞𐷟𐷠𐷡𐷢𐷣𐷤𐷥𐷦𐷧𐷨𐷩𐷪𐷫𐷬𐷭𐷮𐷯𐷰𐷱𐷲𐷳𐷴𐷵𐷶𐷷𐷸𐷹𐷺𐷻𐷼𐷽𐷾𐷿𐸀𐸁𐸂𐸃𐸄𐸅𐸆𐸇𐸈𐸉𐸊𐸋𐸌𐸍𐸎𐸏𐸐𐸑𐸒𐸓𐸔𐸕𐸖𐸗𐸘𐸙𐸚𐸛𐸜𐸝𐸞𐸟𐸠𐸡𐸢𐸣𐸤𐸥𐸦𐸧𐸨𐸩𐸪𐸫𐸬𐸭𐸮𐸯𐸰𐸱𐸲𐸳𐸴𐸵𐸶𐸷𐸸𐸹𐸺𐸻𐸼𐸽𐸾𐸿𐹀𐹁𐹂𐹃𐹄𐹅𐹆𐹇𐹈𐹉𐹊𐹋𐹌𐹍𐹎𐹏𐹐𐹑𐹒𐹓𐹔𐹕𐹖𐹗𐹘𐹙𐹚𐹛𐹜𐹝𐹞𐹟𐹠𐹡𐹢𐹣𐹤𐹥𐹦𐹧𐹨𐹩𐹪𐹫𐹬𐹭𐹮𐹯𐹰𐹱𐹲𐹳𐹴𐹵𐹶𐹷𐹸𐹹𐹺𐹻𐹼𐹽𐹾𐹿𐺀𐺁𐺂𐺃𐺄𐺅𐺆𐺇𐺈𐺉𐺊𐺋𐺌𐺍𐺎𐺏𐺐𐺑𐺒𐺓𐺔𐺕𐺖𐺗𐺘𐺙𐺚𐺛𐺜𐺝𐺞𐺟𐺠𐺡𐺢𐺣𐺤𐺥𐺦𐺧𐺨𐺩𐺪𐺫𐺬𐺭𐺮𐺯𐺰𐺱𐺲𐺳𐺴𐺵𐺶𐺷𐺸𐺹𐺺𐺻𐺼𐺽𐺾𐺿𐻀𐻁𐻂𐻃𐻄𐻅𐻆𐻇𐻈𐻉𐻊𐻋𐻌𐻍𐻎𐻏𐻐𐻑𐻒𐻓𐻔𐻕𐻖𐻗𐻘𐻙𐻚𐻛𐻜𐻝𐻞𐻟𐻠𐻡𐻢𐻣𐻤𐻥𐻦𐻧𐻨𐻩𐻪𐻫𐻬𐻭𐻮𐻯𐻰𐻱𐻲𐻳𐻴𐻵𐻶𐻷𐻸𐻹𐻺𐻻𐻼𐻽𐻾𐻿𐼀𐼁𐼂𐼃𐼄𐼅𐼆𐼇𐼈𐼉𐼊𐼋𐼌𐼍𐼎𐼏𐼐𐼑𐼒𐼓𐼔𐼕𐼖𐼗𐼘𐼙𐼚𐼛𐼜𐼝𐼞𐼟𐼠𐼡𐼢𐼣𐼤𐼥𐼦𐼧𐼨𐼩𐼪𐼫𐼬𐼭𐼮𐼯𐼰𐼱𐼲𐼳𐼴𐼵𐼶𐼷𐼸𐼹𐼺𐼻𐼼𐼽𐼾𐼿𐽀𐽁𐽂𐽃𐽄𐽅𐽆𐽇𐽋𐽍𐽎𐽏𐽐𐽈𐽉𐽊𐽌𐽑𐽒𐽓𐽔𐽕𐽖𐽗𐽘𐽙𐽚𐽛𐽜𐽝𐽞𐽟𐽠𐽡𐽢𐽣𐽤𐽥

IM 51059

I

30

35

40

5 or 6 lines missing

II

5

IM 51059

II

15

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25

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35

IV

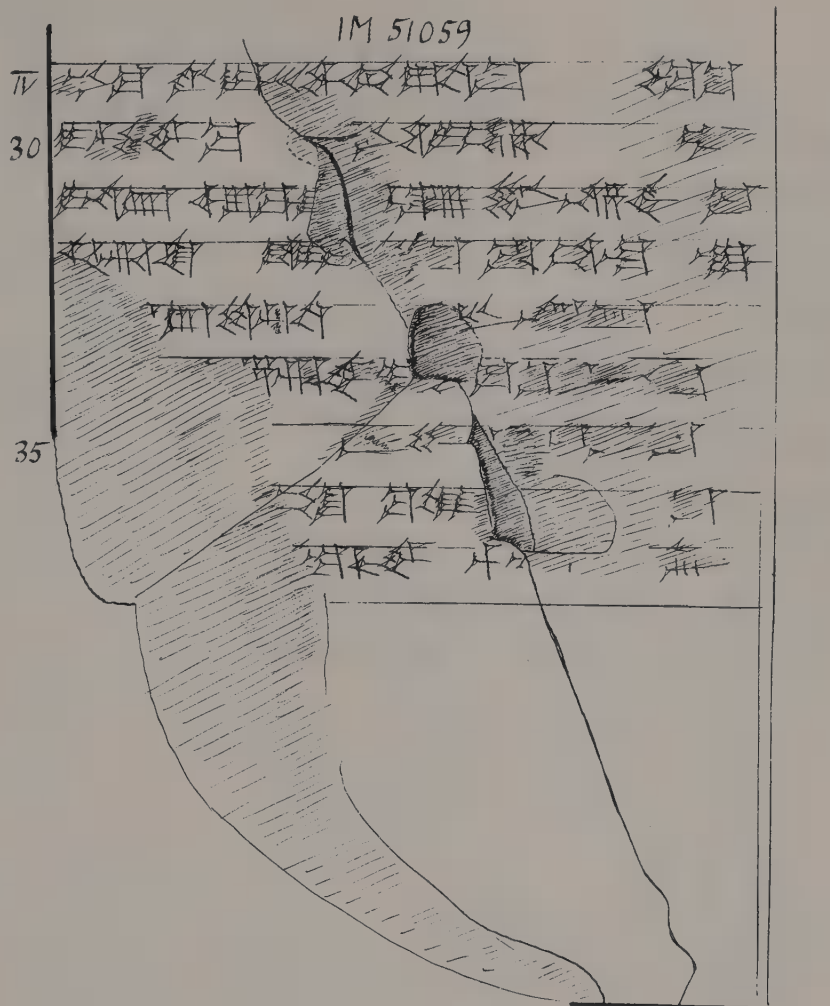
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IM 52614 obv.

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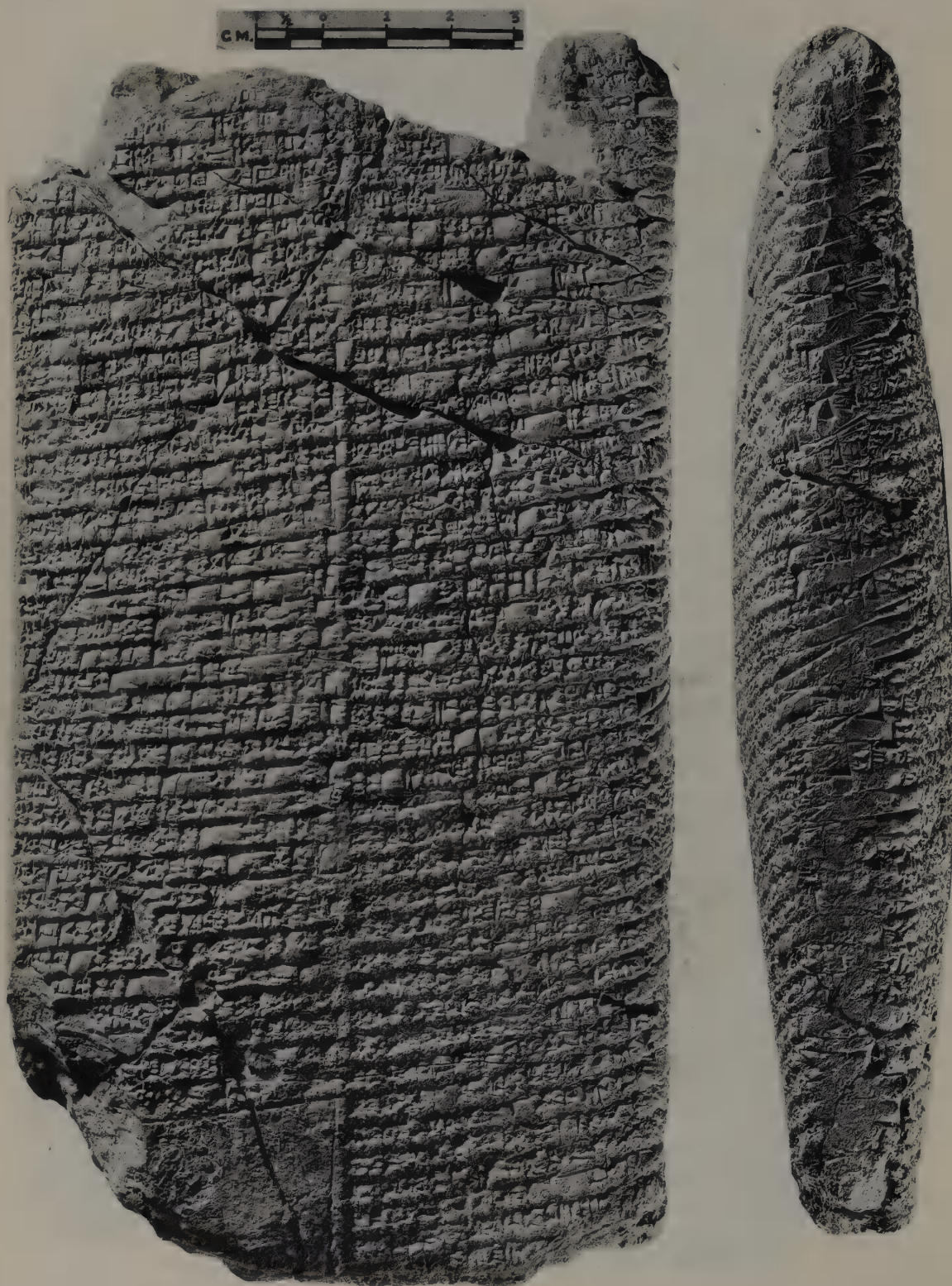
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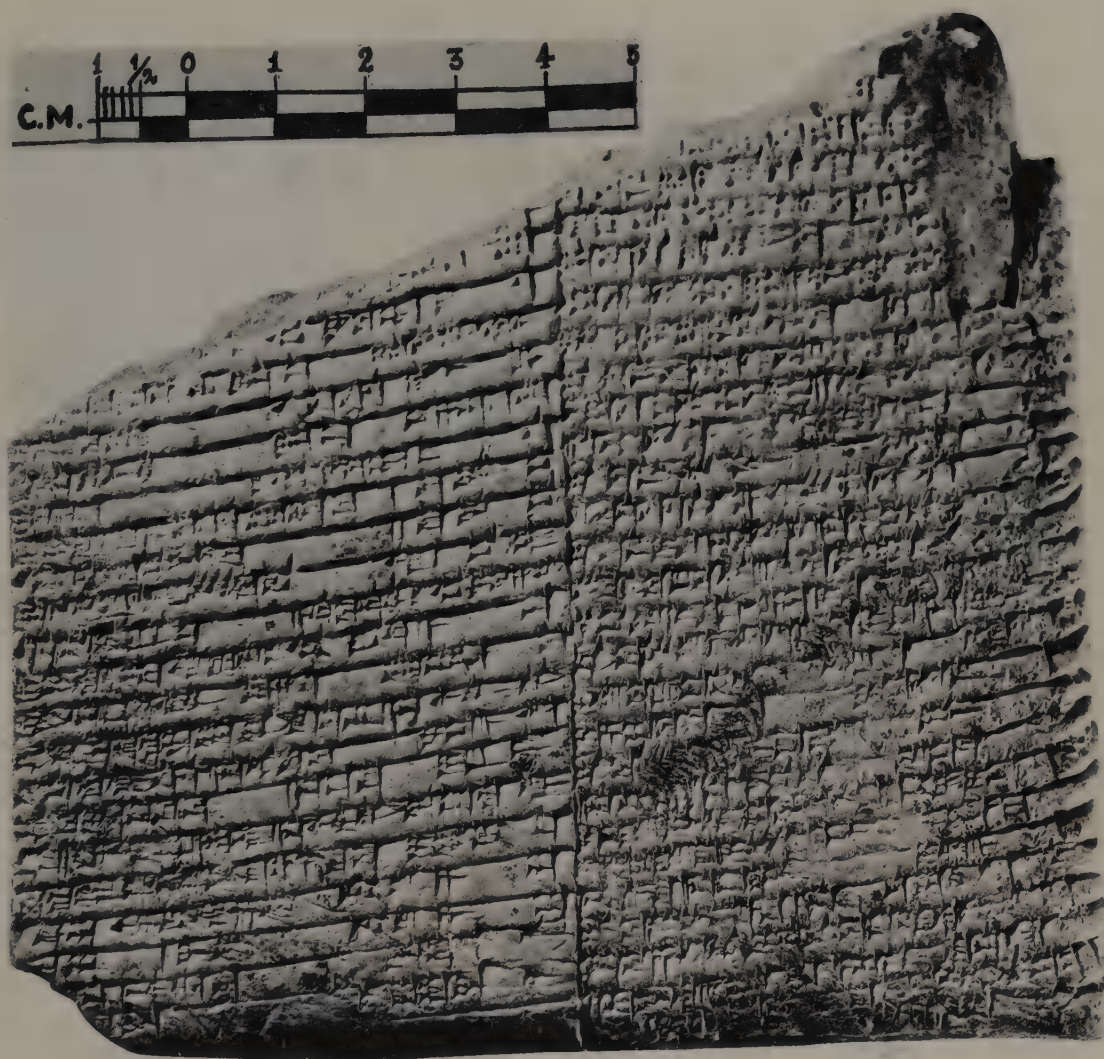
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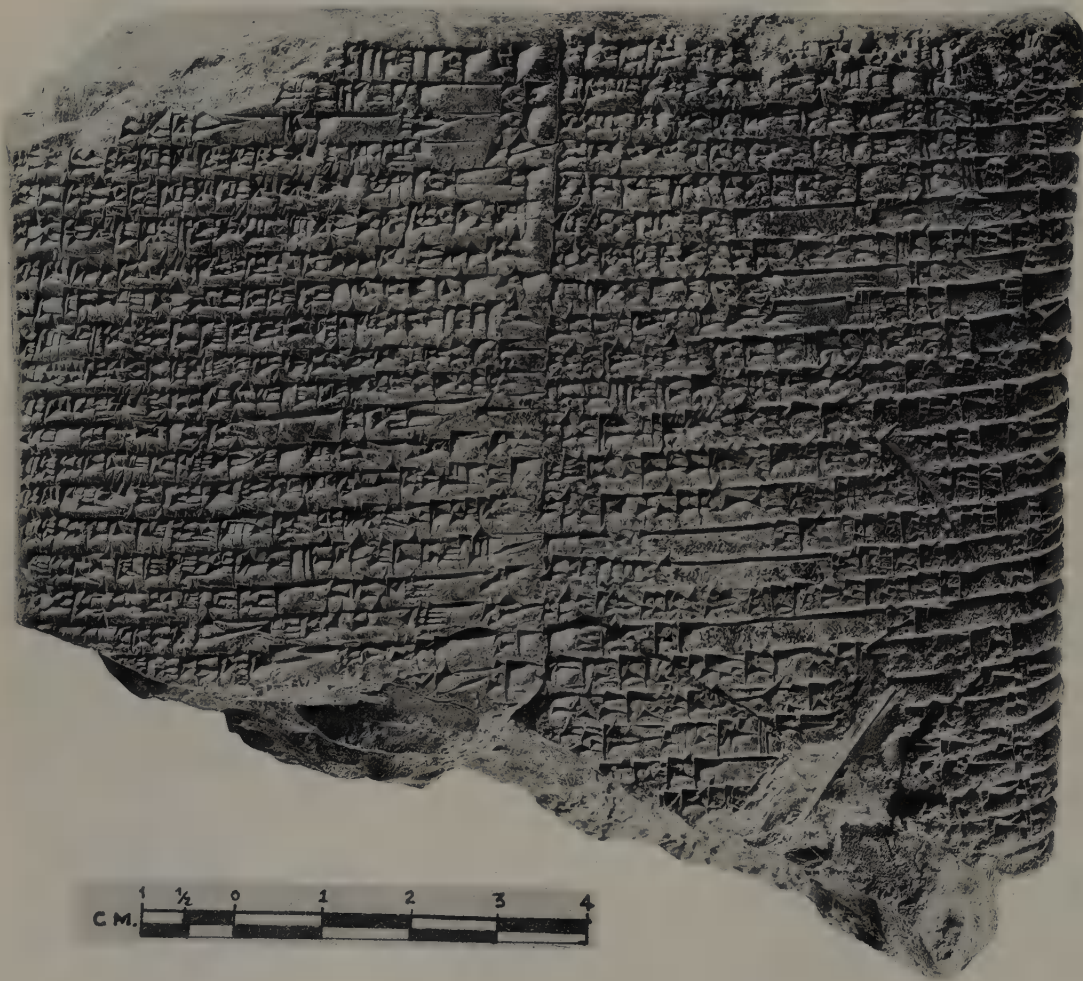
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